2042.

SUPREME COURT OF THE UNITED STATES.

No. 73.

MARY LEWIS, ADMINISTRATRIX OF STEPHEN J. LEWIS, DECEASED, APPELLANT,

vs.

EDWARD R. BELL, ASSIGNEE OF I. BELL, JR.

APPEAL FROM THE CIRCUIT COURT UNITED STATES FOR THE DISTRICT OF COLUMBIA, HOLDEN IN AND FOR WASHINGTON COUNTY.

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Style of court.

DISTRICT OF COLUMBIA, *to wit:*

At a circuit court of the District of Columbia, begun and held in and for the county of Washington, on the third Monday of October, being the seventeenth day of the same month, in the year of our Lord eighteen hundred and fifty-three, and of the independence of the United States the seventy-seventh.

Present, the honorable William Cranch, chief judge; James S. Morsell and James Dunlop, assistant judges; Jonah D. Hoover, marshal; John A. Smith, clerk.

In the record of proceedings of said court, amongst others are the following, to wit:

Parties.

EDWARD R. BELL, assignee of Isaac Bell, jr., &c.
vs.
MARY LEWIS, adm'x of Stephen J. Lewis, dec'd. } In chancery.

Be it remembered, that heretofore, to wit, on the eighteenth day of November, in the year eighteen hundred and fifty-two, a certain Edward R. Bell, assignee of Isaac Bell, jr., assignee of Isaac Bell, assignee of Stephen J. Lewis, by W. G. Snethen, esq., his solicitor, filed in court here against the said Mary Lewis, administratrix of Stephen J. Lewis, deceased, the following bill of complaint, to wit:

Bill.

To the honorable the judges of the circuit court of the District of Columbia, for the county of Washington, in chancery sitting:

Humbly complaining showeth unto your honors your orator, Edward R. Bell, assignee of Isaac Bell, jr., assignee of Isaac Bell, assignee of Stephen J. Lewis: That your orator, Edward R. Bell, is and has been for several years past a merchant doing business in the city of New York, and residing at Brighton, Richmond county, in the State of New York.

That during or about the month of August, in the year eighteen hundred and twenty-seven, there arrived at Montevideo, in the empire of Brazil, the American brig Caspian, of and from the port of Boston, in the Commonwealth of Massachusetts, where said brig had been registered duly, being of the burthen of 161$\frac{11}{95}$ tons, as the property of John W. Seyer, Joseph Baker, and Henry F. Baker, merchants of said city.

That at the time of the arrival of said vessel in the port of Montevideo, Rudolph C. Seyer, the master named in said register of said vessel, in whose command she sailed from said port of Boston, held in his possession from the owners aforesaid of said vessel full written instructions in and by which he was fully empowered to sell and dispose of the said vessel and cargo for the benefit of said owners. That by virtue thereof, on or about the twenty-sixth day of September, 1827, the said Rudolph C. Seyer sold said vessel and her cargo to the following persons and firms who became interested therein, in the following proportions, viz: To Zimmerman, Frazier & Company, an interest amounting to five thousand dollars, being a one-fifth interest therein; to William Hammond, an interest amounting to five thousand dollars, being a one-fifth interest therein; to Albert P. De Velangin, an interest amounting to two thousand five hundred dollars, being a one-tenth interest therein; to Stephen J. Lewis, an interest amounting to five thousand dollars, being a one-fifth interest therein; to John L. Dailey, an interest amounting to two thousand five hundred dollars, being an interest of one-tenth therein; and to said Rudolph C. Seyer an interest amounting to five thousand dollars, being an interest of one-fifth therein. That by the articles of said sale it was stipulated and agreed, that the said Stephen J. Lewis should sail in the said vessel in the voyage contemplated by the said articles of sale as pilot, and for his services in that behalf should receive a free passage to the port of New York, and a compensation conditional upon the success of the voyage, amounting to one thousand dollars Montevideo currency; all of which, upon a reference to a duly proved copy of said articles of sale (the original having been irretrievably lost or destroyed) now on file in the State Department, among the papers of the late commissioners to admit claims against Brazil, will more fully and at large appear.

Your orator further shows, that in conformity with the terms of said articles of sale, the said Stephen J. Lewis, in the latter part of the month of September, in the year 1827, went on board the said brig Caspian, prepared and intending to sail in her as pilot; that upon the twenty-ninth day of same month, the said vessel sailed from the port of Montevideo, and on or about the second day of October in same year 1827, the said vessel was illegally captured in the river La Plata by the Brazilian squadron; that immediately upon said capture, the captain and crew of the said vessel and the said Stephen J. Lewis were taken on board a vessel of the Brazilian squadron, and that the said brig Caspian and the said Lewis, and the said captain and crew, were taken into the port of Montevideo aforesaid; that upon arriving in said port, the baggage of the said Stephen J. Lewis was in part restored to him, he not having been allowed to take the same with him when first taken from the Caspian as aforesaid; that upon examining his baggage, the said Stephen J. Lewis found that it had been robbed while the brig Caspian was in possession of the prize crew, and under convoy of the Brazilian squadron, of money and effects to a large amount, to wit, of three thousand four hundred and fifty-five dollars, in notes of the

Bank of Buenos Ayres, of sixteen doubloons, and about two hundred and seventy patacon, and of private stores to the value of twenty-five dollars, making in all the sum or value of four thousand and twenty dollars, of which he, the said Lewis, had been robbed. That the said Lewis at once protested against the robbing by the prize crew as aforesaid, before the American consul at Montevideo, and demanded that restoration should be made or indemnity paid by the Brazilian Government. That finding he could not obtain justice from said Brazilian Government, the said Stephen J. Lewis submitted his complaint and lemand to the United States Government, which, being a native born citizen of the United States, and never having lost or surrendered his citizenship, he had a right to do; that such submission to the United States Government of his injuries and loss, and of his demand for indemnity, was made at various times, to wit, by letter addressed to the honorable Henry Clay, then Secretary of State, dated Montevideo, February 2d, 1828; by letter addressed to William Tudor, Chargé d'Affaires of the United States near the Emperor of Brazil, dated July 8th, 1828, and by a second letter to the honorable Secretary of State aforesaid, dated New York, October 1st, 1828.

Your orator further shows, that after the said brig had been carried into Montevideo as aforesaid, she was condemned contrary to law; that all efforts to obtain a restoration of the said vessel and cargo before the prize court at Montevideo having failed, and there being no possibility of obtaining a favorable decision of the appellate court at Rio Janeiro, the firm of Joseph Baker & Son, of Boston, in the Commonwealth of Massachusetts, composed of Joseph Baker & Henry F. Baker, who were as aforesaid with John W. Seyer original owners of said brig Caspian, and for whose benefit, in conjunction with said John W. Seyer, the said Rudolph C. Seyer had retained or bought the one-fifth share of the Caspian at the time of sale under the articles of sale as aforesaid, in their own behalf as part owners, and at the urgent solicitation and request of the other owners and parties in interest at the time of such seizure, did, on or about the 10th day of March, in the year 1828, represent the case of the seizure of said vessel and cargo to the Government of the United States, as a case for indemnity for the illegal capture and condemnation of said property.

That said claim, in consequence of such application of Joseph Baker & Son, and the further claim of said Stephen J. Lewis for the moneys and effects so as aforesaid stolen, in consequence of the application of said Lewis, were both pressed upon the Brazilian Government by the Government of the United States.

Your orator further shows, that for many years prior and subsequent to the seizure of the Caspian as aforesaid, the said Stephen J. Lewis had business transactions to a considerable amount with Isaac Bell, then and now a merchant in the city of New York; that in the course of such business, the said Lewis became very largely indebted to the said Isaac Bell, principally for moneys loaned and advanced by the said Isaac Bell to and for the said Lewis at his request; that such indebtedness,

on or about the sixth day of November, in the year 1828, amounted to a sum exceeding six thousand dollars or thereabouts; that in addition to this sum, the said Lewis at or about that time became further indebted to the said Isaac Bell in a further sum, to wit, in the sum of six thousand five hundred dollars or thereabouts; that such last indebtedness was incurred by the said Lewis as purchase money of one-half of the brig Two Marys and cargo, sold and assigned to him by the said Isaac Bell, which vessel had been bought at or about that time by the said Isaac Bell, and fitted for sea and loaded, and thereupon he had put the said Lewis in command of said brig, and had conveyed to him a one-half interest in said brig and cargo. That in consequence and in consideration of such large indebtedness, the said Stephen J. Lewis (who had no property, if any, not in possession, neither had he rights or credits, if any, not to any amount whatever, save and except his interest as one-fifth owner of the aforesaid brig Caspian, in the claim for indemnity for her illegal seizure so as aforesaid presented to the United States Government by Joseph Baker & Son, and his further claim for indemnity for the money stolen from his trunk at the time of said seizure) executed his certain deed of assignment bearing date the 6th day of November, 1828, by which he granted, bargained, and sold, assigned, transferred, and set over, unto the said Isaac Bell, his executors, administrators, and assigns, all his said claim on the Brazilian Government, and all the sum and sums of money that might be received and received of and from the Brazilian Government, or of and from whomsoever it might concern, for, or by reason of the illegal capture, or which might arise from the proceeds of the said brig Caspian and cargo, fully empowering the said Isaac Bell, his executors, administrators, and assigns, to demand, receive, and receipt for all moneys arising from the said claims.

Your orator further shows to your honors, that by virtue of the assignment aforesaid, which he is ready to produce, when so required by your honorable court, the whole of the claim for indemnity of the said Stephen J. Lewis, both for the one-fifth of the brig Caspian and for the stolen money and goods, became the property of the said Isaac Bell; that the said Stephen J. Lewis never thereafter pretended to claim any interest in the said claim, or any part thereof; that subsequent to the execution of the said assignment, the said Isaac Bell repeatedly wrote urgent applications to the proper department of this government to urge the said claim upon Brazil.

And your orator further shows, that a convention was concluded and signed on the twenty-seventh day of January, in the year 1849, between the United States of America and his majesty, the Emperor of Brazil, for the satisfaction of claims of citizens of the United States on the Brazilian government, and was ratified by the President of the United States, and ratifications were exchanged on the 18th day of January, in the year 1850, which convention was based on the claims made by the United States government on the government of Brazil, in the case of the Caspian and other claims of citizens of the United

States for indemnity. That in pursuance of said convention it was agreed that the government of Brazil should pay, and said government of Brazil did afterwards pay, to the government of the United States for the satisfaction of such claims, the sum of five hundred and thirty thousand milreis, being about the sum of three hundred and twenty-two thousand five hundred and thirty-five $\frac{35}{100}$ dollars.

And your orator further shows your honors, that in pursuance of the act of Congress of the United States entitled "An act to carry into effect the convention between the United States and the Emperor of Brazil, of the twenty-seventh day of January, in the year 1849, the President of the United States, by and with the advice and consent of the Senate, appointed George P. Fisher a commissioner, to receive, examine, and decide in accordance with said act, upon all such claims as might be presented to him and provided for by the said convention between the United States and the Emperor of Brazil.

Your orator further shows to your honors, that prior to the said convention and the appointment of said commissioner, the said Stephen J. Lewis departed this life at the Marine Hospital upon Staten Island, in the State of New York, on the thirty-first day of July, in the year 1844; that in the lifetime of said Lewis he had not paid any part of the indebtedness to the said Isaac Bell, herein before set forth, except the part thereof which might be realized from the said claim upon the Brazilian government, by virtue of the aforesaid assignment. That the whole amount claimed as indemnity for that seizure, and for the robbery attendant thereon, is, with all accumulations of interest, entirely inadequate to pay in full the said indebtedness; that the said Lewis at the time of his decease left no property of any sort.

Your orator further shows unto your honors, that at the commencement of the session of the court of the commissioners, so as aforesaid appointed, the said Isaac Bell, desirous to realize from the said claim of Stephen J. Lewis so as aforesaid assigned to him something to defray the large indebtedness to him aforesaid, employed Worthington G. Snethen, esq., of Washington city, and John Chetwood, jr., esq., of New York city, as his attorneys and counsel to conduct before said commissioner the prosecution of said claim; that to enable them to withdraw papers and to appear in said commissioners' court, he executed to them a power of attorney which was filed before the said commissioners on the twenty-eighth day of August, 1850; that thereafter, by his said attorneys and counsel, the said Isaac Bell diligently prosecuted before said commission said claim.

Your orator further shows unto your honors, that during the many years which intervened between the execution of the said assignment from Stephen J. Lewis, the said Isaac Bell having during that time changed repeatedly his residence and his places of business, had lost the said original assignment; that although he made most diligent search for the same it could not be found, and the said Isaac Bell was obliged to abandon the search for the same as hopeless, and to offer in evidence of such assignment a duly proved copy thereof, with evidence going to

establish as far as possible the loss of the original. That although the said Isaac Bell well hoped, upon the facts of the case, the execution of the original, its loss and the proof of the copy, the said commissioner would have been satisfied of the just rights of him, the said Isaac Bell, and would have felt justified in awarding to him the moneys by said commissioner found due, as indemnity for the seizure of the brig Caspian and cargo, yet the said commissioner disregarded the evidence to him submitted in behalf of the said Isaac Bell, and in despite thereof, and declaring that the assignment was not thereby sufficiently proved, he on the thirtieth day of June, in the present year, awarded to one Mary Lewis, administratrix upon the estate of the said Stephen J. Lewis, deceased, the sum of eleven thousand five hundred and fifty-one $\frac{34}{100}$ dollars, or about that sum, to be paid to her, the said Mary Lewis, as administratrix, by the Secretary of the Treasury, out of the moneys so as aforesaid paid by the Emperor of Brazil to the government of the United States.

And your orator further shows, that the said Mary Lewis, as administratrix as aforesaid, had appeared in said court of said commissioner, and preferred a claim to receive indemnity as legal representative of Stephen J. Lewis for the moneys and effects stolen from said Lewis's trunk, to which your orator charges she was and is not in any way entitled, and he prays that the said Mary Lewis may be made a party defendant to this, his bill of complaint.

Your orator further shows unto your honors, that subsequently to the award so as aforesaid made by said commissioner in favor of said Mary Lewis, the said Isaac Bell being a very old man, to wit, of the age of eighty-five, and upwards; and being anxious to dispose of the rights which he held and possessed as assignee of Stephen J. Lewis as aforesaid, either in said Caspian claim or to said award, executed and delivered on the fourth day of July, in the year 1852, in consideration of affection herein thereunto moving, and of one dollar to him in hand actually paid, a full and complete assignment to Isaac Bell, jr., his son, of the city of Mobile, in the State of Alabama, by which assignment he absolutely sold, assigned, transferred, and set over, the said Caspian claim, and all and singular the rights and credits to him assigned by the said Stephen J. Lewis as aforesaid, and all his right and title to the award, improperly made as aforesaid by the said commissioner in favor of said Mary Lewis, to the said Isaac Bell, jr., a merchant of the city of Mobile.

Your orator further shows unto your honors, that subsequently to the assignment last above described, from Isaac Bell to Isaac Bell, jr., the said Isaac Bell, jr., having been compelled to leave this country and sail for Europe, before sailing from the port of New York being by his intended departure precluded from prosecuting diligently the said claim to him assigned, and from demanding and asserting his rights to the award improperly made to said Mary Lewis, agreed to assign, transfer, and set over, all the said claim and all his rights and all his title unto said award to your orator; that thereupon, on the twenty-sixth

day of July, in said city of New York, the said Isaac Bell, jr., in consideration of what has been stated, and of one dollar to him in hand paid, executed and delivered to your orator a full and complete assignment of all and singular the rights and the claims to said award in said Caspian case to your orator, just as the same had been assigned and sold to him, the said Isaac Bell, jr., by the said Isaac Bell, that by virtue of the said assignment your orator became, and now is, the actual bona fide owner of the whole of the award improperly as aforesaid made to the said Mary Lewis by the said commissioner.

Your orator further shows to your honors, that in conformity with the act of Congress approved on the third day of July, in the year 1852, entitled an act to amend an act, entitled "An act to carry into effect the convention between the United States and the Emperor of Brazil, of the 27th day of January, in the year 1849, approved March 29th, 1850," the said Isaac Bell, jr., on the fourth day of July, in same year, desiring to avail himself thereof, and of the intervention and decrees of your honorable court in the premises, mailed to the Secretary of the Treasury, who, within five days after the passage of the said act, received and filed the same, his notice of his intention to contest the validity of the said award to the said Mary Lewis, as administratrix; and that subsequently thereto, and to the said assignment by said Isaac Bell, jr., to your orator, to wit, on the second day of August, in the present year, your orator, in further compliance with the terms of said law, and desiring to avail himself thereof, filed with the district attorney of the United States, for the District of Columbia, his bond conditioned, as will appear from the face thereof, which bond was duly approved by the said district attorney, and that, in accordance with his bond conditioned as above, your orator now comes before your honors and files this his bill of complaint in the premises, within the first term of your honorable court next succeeding the passage of the law aforesaid.

Your orator further shows, that since the filing of the bond aforesaid the said Isaac Bell having accidentally had his attention directed to a file of papers, among which the said original assignment was deposited, to his great surprise there discovered the same, although he had verily believed that the said original was destroyed or irretrievably lost; that immediately thereafter he delivered the same to your orator, who is ready to produce the same duly executed and proved, when and where your honorable court shall direct.

And your orator charges, that by reason of the absence of said original paper, the said commissioner having awarded to said Mary Lewis as aforesaid, by the production and proof of the same, the said Mary Lewis, so improperly having applied to said commissioner as aforesaid, and having been very much to your orator's injury regarded as entitled to receive said award by said commissioner, has now been clearly and conclusively debarred from all color of right to said award.

And your orator prays your honorable court, that the various papers on file in the Department of State relating to the claim as filed there among the papers of the Brazilian commissioner, may be taken as part

and parcel of this his bill of complaint, and considered as proof of the various facts hereinbefore stated, so far as they relate to and cover the same; and as to the other facts hereinbefore stated and averred, not proved by said papers, your orator is ready to bring proof of the same full and satisfactory, whenever the same shall be declared necessary by this honorable court.

But so it is, the said Mary Lewis, combining and confederating voluntarily with certain persons to your orator unknown, whose names when discovered your orator prays may be inserted herein, and they made parties defendants to this his bill of complaint, has hindered and prevented your orator from realizing and receiving the moneys pronounced by said commissioner to be due as indemnity for seizure of said Stephen J. Lewis's share of said vessel and cargo, and for the robbery of his said trunk.

All which actings and doings being without remedy in the law, and inasmuch as your orator is remediless in the premises, and cannot have any relief touching the matters and things aforesaid without the aid and assistance of this honorable court, where by virtue of the act of Congress aforesaid matters relating to claims arising out of the acts and doings of the aforesaid commissioner have been made properly cognizable and relievable, as well as by the constitution of this honorable court:

To the end, therefore, that the said Mary Lewis and her confederates when found may upon her and their corporal oaths, to the best of her and their remembrance, knowledge and belief, true, perfect and direct answer make to all and singular the matters and things aforesaid, as fully as if the same were herein again repeated and they thereunto particularly interrogated:

Your orator prays your honors, that your honorable court will grant the United States writ of injunction against the defendant herein named from asking, demanding and receiving by herself, or her agents, attorneys, assigns, or representatives, from the Secretary of the Treasury, and against the Secretary of the Treasury, whom your orator prays may be made a party defendant to this his bill of complaint, from paying to the said defendant, her agents, attorneys, or representatives, any part, or portion, or the whole, of said award aforesaid, till the further order of your honorable court. That your honorable court will grant the usual order of publication in the premises, inasmuch as the said defendant, Mary Lewis, resides out of the jurisdiction of this honorable court, to wit, in the city of New York. That your honors will decree the whole amount of said award to be paid, and so direct the said Secretary of the Treasuary to do to your orator, and that your honors will grant such other and further relief in the premises as to your honor shall seem just. And your orator will ever pray, &c.

EDWARD R. BELL.
W. G. SNETHEN,
Solicitor.

UNITED STATES OF AMERICA,
Southern district of New York, ss:

On this sixth day of November, A. D. 1852, before me came and appeared the above named Edward R. Bell, who being by me duly sworn did depose and say, that he had read the aforegoing bill by him subscribed, and that he knew the contents thereof, and that the same are true of his own knowledge except as to the matters therein stated to be on his information and belief, and as to them he believes the same to be true.

JOSEPH BRIDGHAM,
United States commissioner, southern district of New York, 2d circuit.

UNITED STATES OF AMERICA,
Southern district of New York, ss:

I, Samuel R. Betts, judge of the district court of the United States of America for the southern district of New York, do hereby certify that I am well acquainted with the handwriting of Joseph Bridgham, whose name is subscribed to the annexed jurat or certificate, and that the signature to the same is in his proper handwriting. And I do further certify, that he was at the time of signing the same a United States commissioner duly appointed, under and by virtue of the several acts, by the circuit court of the United States of America for the southern district of New York, 2d circuit.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the said district court, this sixth day of November, in the year of our Lord one thousand eight hundred and fifty-two, and of the independence of the United States the seventy-seventh.

[SEAL.]

Endorsed on the said bill is the following order of this court, to wit:

"Let the injunction issue as prayed."

By order of the court.

JNO. A. SMITH, *Cl'k.*

22d November, 1852.

And also the following certificate, to wit:

"A bond in this case was handed to me on the 30th of July, 1852, but was not then approved."

Bond approved.

"Additional evidence of the sufficiency of the security was exhibited to me at 1 o'clock, p. m., of 2d August, 1852, and the bond was then approved by and filed with me."

P. R. FENDALL,
U. S. att'y D. C.

22d Nov'r, 1852.

(Bond copied, p. 70.)

Order of publication.

Whereupon the usual order of publication was issued for Mary Lewis, the aforementioned absent defendant; and at the same time was issued the following injunction, to wit:

DISTRICT OF COLUMBIA.

The United States of America, to Mary Lewis, administratrix of Stephen J. Lewis, and the honorable Thos. Corwin, Secretary of the United States, greeting:

Injunction.

Whereas Edward R. Bell, assignee of Isaac Bell, jr., assignee of Isaac Bell, assignee of Stephen J. Lewis, has lately exhibited his bill of complaint against you in the circuit court of the District of Columbia, sitting as a court of equity for Washington county; and for certain reasons and considerations set forth and contained in said bill, you, Mary Lewis, administratrix as aforesaid, your agents, attorneys, assigns, and representatives, are hereby restrained, and each and every of you particularly enjoined from asking, demanding, or receiving, from the Secretary of the Treasury of the United States, the sum of eleven thousand five hundred and fifty-one $\frac{94}{100}$ dollars, awarded by the commissioner to adjust Brazilian claims, on the 30th June, 1852, in favor of the said Mary Lewis, administratrix as aforesaid. And you the said Thomas Corwin, Secretary of the Treasury of the United States, are also in like manner particularly enjoined from paying the same, or any part thereof, to the said Mary Lewis, administratrix as aforesaid, her agents, attorneys, assigns, or representatives, until the further order of the court in the premises.

Hereof fail not, as you will answer the contrary at your peril.

Witness the honorable William Cranch, chief judge of said court.

Issued this 22d November, 1852.

JNO. A. SMITH, *Cl'k.*

On which said writ of injunction are the following endorsements, to wit:

Service acknowledged.

W. L. HODGE,
Acting sec'y.

Enjoined:

W. L. HODGE,
Acting sec'y of the secretary.

Nov'r 24, 1852.

R. WALLACH,
Marshal, D. C.

Thereupon the said cause, by the order of the court, stood continued until the fourth Monday in March next. On which said fourth Monday in March, which was in the year eighteen hundred and fifty-three, came into

court here as well the said complainant, by his solicitor, as the said defendant, Mary Lewis, by Messrs. Chilton & Radcliff, her solicitors, who filed the following answer, to wit:

MARY LEWIS, adm'x of Stephen J. Lewis, dec'd, defendant, } ats.
EDWARD R. BELL, assignee of Isaac Bell, jr., plaintiff. }

In the circuit court of Washington county, in the District of Columbia.
In chancery.

Answer of M. Lewis.

The answer of said Mary Lewis, administratrix as aforesaid, to the bill of said Edward R. Bell, filed in said suit.

Respondent, saving and reserving the benefit of every exception to the manifold errors, misstatements, untruths and uncertainties in said bill alleged and contained, and especially to the total want of equity and insufficiency thereof, for answer thereto, or to so much thereof as she is advised it is material for her to answer to, answering saith, that it is true that her husband and intestate, Stephen J. Lewis, was one-fifth owner of the ship Caspian and her cargo, which about the year 1827 was seized by the Brazilian government and condemned as a prize by the authorities of that government, and that at the time of said seizure he was on board and had taken from him a trunk containing money and valuables to the value of several thousand dollars. That said seizure was made the subject of remonstrance and negotiation between the governments of the United States and Brazil; that a treaty was concluded and ratified between said governments in 1819, whereby the government of Brazil agreed to pay, and did subsequently pay, over to the government of the United States the sum of between three and four hundred thousand dollars, to indemnify the owners of the said ship and cargo, and other citizens of the United States who had been damaged by the seizure and wrongful acts of said government at Brazil. That a commission, under authority of an act of Congress, sat in the city of Washington, ending its labors in the year 1852, to adjudicate and determine the claims payable under said treaty and to whom to be paid. That the sum of upwards of $14,000 was adjudged to be due to the estate of the said Stephen J. Lewis, the rateable share of which of the sum paid by Brazil was about $11,500. That the said Stephen J. Lewis being dead, having died in 1844, and respondent being qualified as his administratrix, the said sum of money was adjudged by said commission to be paid her as such administratrix, notwithstanding the claim now preferred in plaintiff's bill to the same was then preferred before said commission, not by the present plaintiff but by his father, Isaac Bell, sr., or in his name, who it is alleged in the bill assigned the claim to Isaac Bell, jr., his son, who assigned it to his brother, Edward R. Bell, the present plaintiff.

Respondent knows nothing of said Stephen J. Lewis having executed an assignment, at any time or for any purpose, of the claim for in-

demnity against the Brazilian government to said Isaac Bell, sr. If any such assignment was ever made she calls for strict proof thereof. If any such assignment shall be found to have been made, she insists that it will be found to have been a mere nominal assignment, and not, as is insinuated but not distinctly alleged in the bill, an assignment vesting or intended to vest the absolute ownership for his own use of said claim for indemnity in said Bell, but an assignment creating a mere temporary trust or bailment for the use of said Lewis, the occasion for which has long ceased to exist, and with it the trust or bailment. Respondent shows that the paper filed before the commission aforesaid and now on file in the State Department at Washington, alleged to be a true copy of said pretended assignment, shows that it was made upon a mere nominal consideration and imports upon its face a trust.

Respondent denies that, prior to the seizure of the ship Caspian and cargo as aforesaid, there had been large dealings between the said Isaac Bell, sr., and said Stephen J. Lewis, or any dealings at all; if any, they were very inconsiderable. She denies that on the 6th day of November, 1828, the said Lewis was indebted to said Bell in the sum of six thousand dollars or thereabouts, for money loaned and advanced by him to said Lewis, or in any amount for moneys so loaned and advanced, or in the sum of six thousand five hundred dollars on account of the purchase of one-half of brig Two Marys, or in any sum upon any account whatsoever. Respondent was intimately acquainted with and at all times fully advised of all her said husband's business transactions, and she knows that he could not have been indebted to that extent, or to any extent beyond what he could at any moment pay without her being advised of it.

She denies that he was at that time, the 6th of November, 1828, possessed of or entitled to no property except the said claims for indemnity; on the contrary, she alleges that he was at that time in good circumstances and continued for years thereafter in business, shipping, owning ships, &c., and able to pay every liability resting upon him. She denies that after the 6th November, 1828, said Stephen J. Lewis never pretended to claim any interest in the said claims for indemnity or any part thereof; on the contrary, she alleges that in the year 1830, returning in command of a vessel from Buenos Ayres, respondent being in company with him, he touched at Rio Janeiro, sailing out of his course for the very purpose of looking after his interests connected with said claim, and he continued, until a short time before his death, when he became bereft of his reason, to speak of it as his property, and to urge it, prosecute and *recovery* by all the means in his power.

At the time of the seizure of the Caspian and cargo, the said Stephen J. Lewis had valuable property in the shape of a cargo in Buenos Ayres, which, in consequence of the blockade of said town then existing, he was unable to get away upon his return home after the said seizure about the year 1829; the said Bell being the owner of the said vessel, the Two Marys, and he, Lewis, hearing that the blockade had

been raised, an arrangement was made between said Lewis and Bell that Lewis should go out in said vessel after his property in Buenos Ayres. Respondent accompanied him; they touched at an island, the Cape de Verd, took in salt and went to Buenos Ayres. They took in a cargo consisting of hides, &c., a valuable one, and returned to the United States. It was the property of said Lewis. In the following year, 1830, as well as respondent recollects, the said Lewis sailed again in the Two Marys to the same ports in South America, and in one of them sold the said brig Two Marys, and remitted considerable sums of money to said Bell, the proceeds of such sale. What arrangement or agreement had existed between said Bell and said Lewis in regard to said vessel or the use of her, respondent no doubt was informed at the time but does not now recollect, as everything between them was settled at the time. The said Lewis, after his return from said second trip, was a resident of the city of New York, the place of said Bell's residence; was in good circumstances, indeed esteemed himself wealthy; was engaged in business, being an active and enterprising man, bought and sold property, owned ships, shipped cargoes, and said Bell preferred no demand against him, and made no effort to collect his debt if Lewis owed him one.

Respondent shows further, that the plaintiff's bill treats the said alleged assignment as a mere security for a debt, as it is therein alleged that the amount of said award in favor of the estate of Lewis, if recovered in virtue of said pretended assignment, will fall far short of satisfying Lewis's said pretended indebtedness to Bell, and will be applied only as a credit to such indebtedness, leaving his estate still liable for any balance; thereby admitting, as respondent insists, that said assignment, if made as pretended, created a mere trust between said Lewis and said Bell.

Respondent insists that such a trust is not the subject of assignment, and that it was not in the power of the said Isaac Bell, sr., to make a voluntary assignment thereof to his son Isaac, jr, and by consequence that the assignment to plaintiff alleged in the bill is a nullity and cannot be recognised in a court of equity, and the plaintiff cannot in virtue thereof prosecute this suit.

Respondent says further, that the assignments, as alleged in the bill from father to son, and brother to brother, and for the purposes declared in the bill, are champertors against public policy, illegal, the result of improper combinations and confederation, voluntary, void, and will not be enforced by a court of equity especially.

Respondent says further, that the transactions out of which said supposed assignment arose, if it ever had existence, are stale; that the alleged debt upon which it rests, if any such debt ever had existence, is a stale demand, barred by the statute of New York for the limitation of actions, where such debt, if it ever existed, was contracted, which act respondent relies upon in her defence as if the same were specially pleaded, is preferred against the estate of dead men under circumstances of suspicion, and is sought by parol proof alone to be sustained—proof

touching matters of near twenty-five years' standing, if they ever had an existence at all; and upon all these grounds, not entitled to the aid of a court of equity.

Respondent calls for the production of all the papers referred to in the bill and offered to be produced; and especially she calls for the production of the alleged power of attorney from Isaac Bell, sr., to W. G. Snethen and John Cheatwood. She is informed and so charges, that said Isaac Bell, sr., by said power of attorney, or some agreement connected therewith, has vested his interest in said pretended assignment, or the greater or a considerable part thereof, in said Snethen and Cheatwood.

In regard to all allegations of the bill not specifically answered and responded to, respondent knows nothing, and, neither admitting nor denying the same, she calls for strict proof of all and each of them. And having fully answered, she prays that the injunction awarded the plaintiffs be dissolved, and she dismissed with her costs by her about her suit in this behalf most unjustly and unreasonably expended.

MARY LEWIS.
CHILTON & RATCLIFFE,
For defendants.

SOUTHERN DISTRICT OF NEW YORK, *ss.*

On this 24th day of March, 1853, before me, Joseph Bridgham, deputy clerk of the United States district court, and United States commissioner for the southern district of New York, came and appeared the within respondent, who, being by me duly sworn, did depose and say, that she had heard read the foregoing answer by her subscribed, and that she the contents thereof, and that the same are true except as to the matters therein stated to be on her information and belief, and as to these she believes the same to be true.

JOSEPH BRIDGHAM,
Deputy clerk of United States district court, and U. S. com'r for southern district of N. Y.

UNITED STATES OF AMERICA,
Southern district of New York, ss.

I, George W. Morton, clerk of the district court of the United States of America, for the southern district of New York, do hereby certify, that I am well acquainted with the handwriting of Joseph Bridgham, whose name is subscribed to the annexed paper writing, &c., and that the signature to the same is in his proper handwriting; and I do further certify that he was, at the time of signing the same, a United States commissioner and deputy clerk of the district court of the United States of America for the southern district of New York.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the said district court, this twenty-fourth day of March, in the year of our Lord one thousand eight hundred and fifty-three, and of the independence of the United States the seventy-seventh.

[SEAL.]

GEO. W. MORTON, *Cl'k.*

Whereupon the said defendant, Mary Lewis, by her solicitors, Samuel Chilton and Daniel Ratcliffe, esquires, filed in court here the following notice, to wit:

Notice of motion to dissolve injunction.

To Worthington G. Snethen, esq., solicitor for the plaintiff in the suit in chancery in the circuit court of Washington county, in the District of Columbia, in the name of Edward R. Bell, assignee, plaintiff, against Mary Lewis, adm'x of Stephen J. Lewis, dec'd, defendant.

Take notice, that the answer of the defendant has been filed this day in said suit, and we shall move said circuit court, during the present term, to dissolve the injunction awarded plaintiff in said suit.

SAMUEL CHILTON,
DANIEL RATCLIFFE,
Solicitors for def't, Mary Lewis, adm'x.

Endorsed: "Service acknowledged."

W. G. SNETHEN,
Solicitor for Bell.

Thereupon the said cause, by consent of parties, and by the order of the court, was regularly continued at rules until the first Monday of May next; on which said first Monday of May, in the year eighteen hundred and fifty-three, came into court here as well the said complainants as the said defendants, by their respective solicitors; and the said complainants, by their said solicitor, filed in court here the following general replication, to wit:

This repliant, saving and reserving to himself all and all manner of exception to the manifold insufficiency of the defendant's answer, for replication thereto says, that he will aver and maintain and prove his said bill to be true, full, and sufficient in law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant, without that, &c.

W. G. SNETHEN,
Solicitor for compl't.

Motion overruled.

Thereupon the court, after hearing the respective solicitors on the motion heretofore filed by the defendant, Mary Lewis, administratrix, to dissolve the injunction heretofore in this case awarded, ordered and adjudged that the said motion be, and the same is hereby overruled; whereupon the said cause, by consent of the aforesaid respective solicitors, and by the order of the court, was regularly continued at rules until the third Monday in October next, at which said last mentioned third Monday of October, it being in the year eighteen hundred and fifty-three, there came into court here, as well the said complainant as the said defendant, by their aforesaid respective solicitors; and the said complainant, by his solicitors aforesaid, filed in court the following interrogatories and depositions, (copied at p. 38.)

Set for hearing.

And now at the same time the said cause was by consent of parties set for hearing.

Whereupon the said parties, by their solicitors aforesaid, being heard, and after mature deliberation being thereupon had, the said court made the following decree in the premises, to wit:

Decree.

In equity.—In the circuit court of the District of Columbia for Washington county.

EDWARD BELL, assignee of Isaac Bell, jr., assignee of Isaac Bell, sr., assignee of Stephen J. Lewis,
vs.
MARY LEWIS, administratrix of Stephen J. Lewis.

This cause having been regularly set for hearing, and coming on to be heard on the bill, answer of said Mary Lewis, administratrix of Stephen J. Lewis, the exhibits and proofs taken and filed in the same, (the complainants having refused to read in evidence the deposition of Isaac Bell, sr., which had been taken by the complainant, and the defendant's counsel thereupon having read the same,) and the court having read and considered the same and the arguments of counsel thereon: It is, this eighth day of November, 1853, by the court ordered, adjudged, and decreed, that the said several assignments set up in the said bill have been fully proved to the satisfaction of this court to have been duly made on sufficient consideration, by the said Stephen J. Lewis in his lifetime, and by said Isaac Bell, jr., respectively, and then by the whole claim which the said Stephen J. Lewis in his lifetime had on the Brazilian government, by reason of the capture of the said brig Caspian by the cruisers of the said Brazilian government, as well on account of his part ownership of the said vessel and cargo as also for his money and private stores on board the said brig at the time of her capture, passed to and has become vested in the said Edward R. Bell, and the said sum of money in the said bill mentioned of right belongs to the said Edward R. Beall; and this court does further order, adjudge and decree, that the sum of eleven thousand five hundred and fifty-one dollars and ninety-four cents, (11,551 $\frac{94}{100}$) awarded by George P. Fisher, esq., commissioner, &c., named in said bill, to the said Mary Lewis, administratrix of Stephen J. Lewis, and now remaining in the Treasury of the United States, be paid by the said Secretary of the Treasury to the said Edward R. Bell; and that the said Mary Lewis, administratrix of said Stephen J. Lewis, do pay the costs of the complainant in this cause, to be taxed by the clerk of this court.

By order of the court.

Test: JNO. A. SMITH, *Clerk.*

Appeal prayed.

Thereupon the aforesaid Mary Lewis, administratrix, &c., defendant, by her solicitor aforesaid, prayed in open court an appeal from the judgment and decree of the court aforesaid to the Supreme Court of the United States, and it is granted; whereupon the said defendant, by her solicitor aforesaid, files in court here a certain writing obligatory, commonly called an appeal bond, in the words following, to wit:

Appeal bond.

Know all men by these presents, that we, Mary Lewis, Robert McGaw, Wallace Newland, John A. Linton, and Samuel Chilton, are held and firmly bound unto Edward R. Bell in the full and just sum of one thousand dollars, current money of the United States, to be paid to the said Edward R. Bell, his executors, administrators, or assigns; to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally firmly by these presents, sealed with our seals, and dated this 28th day of November, in the year one thousand eight hundred and fifty-three.

Whereas lately at a circuit court of the District of Columbia, setting as a court of equity for the county of Washington, in a cause wherein the said Edward R. Bell, assignee of Isaac Bell, jr., assignee of Isaac Bell, assignee of Stephen J. Lewis, was complainant, and the said Mary Lewis, administratrix of Stephen J. Lewis, deceased, and the honorable the Secretary of the Treasury of the United States, were defendants, a decree was rendered against the said defendants, from which decree the said defendants have prayed and entered an appeal to the Supreme Court of the United States.

Now the condition of the above obligation is such, that if the said Mary Lewis, administratrix as aforesaid, shall prosecute her said appeal to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be null and void, otherwise to be and remain in full force and virtue.

ROBERT McGAW, [SEAL.]
WALLACE NEWLAND, [SEAL.]
JOHN A. LINTON, [SEAL.]
MARY LEWIS, [SEAL.]
SAMUEL CHILTON. [SEAL.]

Signed, sealed, and delivered in the presence of—
A. F. HIGGINS.

CITY AND COUNTY OF NEW YORK.

On this twenty-eighth day of November, A. D. 1853, before me, A F. Higgins, a notary public, duly commissioned and sworn, personally appeared Robert McGaw, Wallace Newland, and Mary Lewis, named in and who executed the foregoing bond, who acknowledge the same to be their free act and deed for the purposes therein contained.

In testimony whereof, I have hereunto set my hand and affixed my seal of office, the day and date above written.

[SEAL.]

A. F. HIGGINS,
Notary public.

Which bond is thus endorsed:

Test: JNO. A. SMITH, *Clerk*.

Order of court to transmit.

Whereupon it was ordered by the said court that a transcript of the record and proceedings aforesaid, with all things thereto relating, together with a copy of the appeal bond therein, be transmitted to the said Supreme Court of the United States, and the same is hereby transmitted accordingly.

Test: JNO. A. SMITH, *Clerk*.

Here follow the interrogatories and depositions, as referred to at page 33 in this record.

Interrogatories by complainant.

Interrogatories on the part of complainant to Isaac Bell.

1st. Do you know the parties to this suit, or either of them, and which?

2d. Have you any interest, direct or indirect, in the result of the said cause?

3d. Please to state what knowledge you have of Stephen J. Lewis, the intestate named in the said bill.

4th. State whether the said Stephen J. Lewis was at any time indebted to you in any sum or sums of money; and if yea, at what time or times, and in what sum or sums.

5th. Look at the paper marked I B, now (p. 52) shown to you, and state what knowledge you have of it; from whom and when, and upon what consideration you received it.

6th. State further, whether the said Stephen J. Lewis in his lifetime, or any one else acting for him, either during his lifetime or since his death, ever paid to you the debts you have mentioned, or either of them or any part of them.

7th. State what knowledge you have of *his* circumstances of said Lewis, after the said debts were incurred, and up to the period of his death.

8th. State, if you have any knowledge of the fact, whether the said Stephen J. Lewis, after the delivery of the said assignment to you, ever sought to recover the compensation for the claim therein assigned to you, either from the Brazilian government directly or through the interposition of the government of the United States; we mean, did he ever, in his own name and for his own use, ever prosecute the said claim?

9th. Look at paper marked I B, No. 2, (copied at p. 57,) and state what knowledge you have of it, from whom you received it, and when.

10th. Look at the paper marked I B, No. 3, (copied at p. 55,)

and state what it is, and whether the original letter, of which it purports to be a copy, was or not sent at the time to the persons to whom it is addressed.

Cross interrogatories by defendant.

Cross interrogatories on the part of defendant, Mary Lewis, administratrix of Stephen J. Lewis, to Isaac Bell.

1st. You say, in answer to second interrogatory propounded to you in behalf of complainant, that you have no interest, direct or indirect, in the result of the cause named in the caption hereof, (part first.) Did you not prosecute in your name, before the commissioner who sat in Washington to adjudicate claims under the Brazilian treaty, a claim to the fund in controversy; and (part second) did you not then claim to be the owner thereof, in virtue of an alleged assignment from Stephen J. Lewis, the husband and intestate of defendant, Mary Lewis; and (part third) did you not exhibit before said commissioner a paper alleged by you to be a copy of the assignment under which you claimed? If aye, state how, and by what means you have become divested of the ownership then alleged to be held by you therein.

2d. You say, in answer to fifth interrogatory of complainant, that paper marked I B having been exhibited to you, "this was delivered to me by Lewis himself on the day after the date of the paper." Will you state where he delivered it to you, and who, if any person, was present when it was delivered.

3d. Did you ever make a copy of said paper I B, at or about the time you say you received it from Lewis?

4th. What became of paper I B after Lewis delivered it to you as you allege?

5th. What did you do with it after you found it about a year ago?

6th. For what purpose did you give it to Mr. Chitwood?

7th. For whose use was Mr. Chitwood to prosecute the claim?

8th. How did Edward R. Bell, your son, become interested in the claim?

9th. Did you ever make an affidavit in the city of New York in relation to said alleged assignment marked I B?

10th. Did the owners of the brig Caspian owe you at any time $15,000? And did you ever take a special assignment of all the proceeds of property under Capt. Lewis's care?

11th. Did you ever remit or send the paper I B (the alleged assignment) by a vessel to the firm of Zimmerman & Frazier, in South America?

12th. You say you found the paper I B about a year ago amongst some papers marked, "out of date;" what description of papers are the bonds, notes, bills, open accounts, or receipts, &c.? And how did you happen to be looking into those papers?

13th. What was Disbrow's given name? Is he living or dead? If dead, state when he died.

Interrogatories to G. Clark.

Interrogatories on the part of the complainant to Girardus Clarke.

1st. Please to state your name, residence and occupation.

2d. Look at paper marked I B, now produced and shown to you, and state if you have seen it before; whether you knew Stephen J. Lewis by whom it purports to be signed; what his occupation was at the period of its date; and whether he did or not execute it in your presence; and whether you did or not attest it as a witness.

Cross interrogatories on the part of defendant, Mary Lewis, administratrix of Stephen J. Lewis, deceased.

1st. You say in your answer to complainant's second question, that the paper referred to in the answer was shown to you about a year ago; by whom was it shown to you, and for what purpose?

2d. You state in same answer that you have no recollection of the fact of the execution of said paper, but you have no doubt of its execution from the fact that you are a witness to it; do you mean thereby that you have no doubt of the execution of the said paper, as the attestation at the foot of it to which your signature is attached as a witness purports?

3d. Look at said paper, and state whether or not the word "October" in the sixth line from top is in your handwriting; and if yea, whether or not you have any recollection of having written.

I. Bell re-examined.

Isaac Bell re-examined by complainant.

1st. Please to state your age and residence, and whether your memory is now as ready and as strong as formerly.

2d. In your answer to defendant's first cross interrogatory, you say you did not prosecute this claim before the commissioner. Please to state if you did not read and sign, and make affidavit to the memorial filed by Mr. Chitwood before the said commissioner, claiming the interest of said Stephen J. Lewis in the said Brig Caspian. And did you or not employ Mr. Chetwood as your attorney to prosecute said claim? When you so employed Mr. Chetwood, did you or not claim to be the owner of said claim by assignment from said Lewis? Was there or not a copy of the said assignment from said Lewis to you furnished by you to Mr. Chetwood?

3d. In answer to defendant's second cross interrogatory, you say you did not make a copy of said assignment shortly after it was received by you. Did you or not make a copy in your letter book? and did you or not furnish to Mr. Chetwood a copy on a loose sheet, and was or not that copy made shortly after you received the original?

4th. You say you assigned this claim to your son for a small consideration. Please to state whether this was before Mr. Chetwood was employed as you have stated, or after the claim had been sometime

pending, and also what other consideration beside what you have stated led to that assignment to your son?

5th. When you gave to Mr. Chetwood the copy of the said assignment I B, did you or not make an affidavit about the original, and as to the reasons for furnishing the copy instead of the original?

6th. You say, in answer to the defendant's 11th cross interrogatory, *you say* you did not send the original assignment, but a copy, to Messrs. Zimmerman & Frazier. Please to state if you was not for a long time under the impression that you had sent the original, and only discovered the mistake when you accidentally found the original.

In equity in the circuit court of the District of Columbia, Washington county.

EDWARD R. BELL, assignee, &c., vs. MARY LEWIS, administratrix of Stephen J. Lewis.

Depositions of witnesses taken by consent of parties, waiving matters of form only, and reserving all exceptions to the substance thereof and the competency of the witnesses.

BRADLEY & SNETHEN, *for compl'ts*.
SAMUEL CHILTON, *for def'dt*.
MARY LEWIS, *adm'rx*.

Bell's deposition.

Deposition of Isaac Bell, taken on the part of the complainants.

To the first interrogatory he says: Yes, I do not know Mrs. Lewis.

To the second interrogatory he says: I have no interest in it.

To the third interrogatory he says: The first I knew of him he went out in the ship "Corsair," he being master, captain, and supercargo. The ship was William Porter's, the cargo was William Porter's; she was bound to Buenos Ayres, where she arrived, and shortly after the Brazilian government instituted a blockade William Porter became embarrassed in consequence of the blockade; he applied to me to assist him; I told him I would do it on condition he assigned to me the ship and the cargo, with the policies of insurance, which he did. During this embargo he sold a part of the cargo and took the money to go to Rio Janeiro, to get rum, to return to Buenos Ayres again in the Brig Caspian, and was captured on the way there by the Brazilian cruiser; he entered the protest of the capture and returned here, leaving the remaining part of the cargo and the ship Corsair at Buenos Ayres. When he returned here the owner, William Porter, made him give me the assignment of that property on board the Caspian; he told me the other part of the cargo was invested in skins and hides and wool at Buenos Ayres; but it was not in his name; he was supercargo all this time. He said, buy me a vessel and fit me out for Buenos Ayres, and I can go and get it. I told him if he would be half interested in

her I would do it; he agreed to that, but I had to purchase the vessel and send her to the Cape de Verde islands to buy salt to carry out to Buenos Ayres. He went out and got the skins, but they were very much injured, and not half the quantity he told me was there; and notwithstanding all the cargo was mine by assignment from William Porter, he had the bills of lading filled up to his order, when he arrived in New York, and would only give me half the cargo, and kept the other half himself. He delivered the cargo to Howland & Aspinwall with that deduction, that he was to receive one-half of the proceeds of the sale.

To the fourth interrogatory he says: In eighteen hundred and twenty-eight he became indebted to me to the amount of one-half of the Brig "Two Marys," and the outfit, amounting to about seven thousand dollars. That did not include the one-half the cargo of the Corsair; that I claimed and he denied, claiming that it was due to him by Porter, the original owner.

To the fifth interrogatory he says: The paper marked I B, having been exhibited to the witness, he says: This was delivered to me by Lewis himself, on the day after the date of the paper. The owner compelled him to give me the assignment. This is the same paper I referred to in my answer to the third interrogatory, Mr. Girardus Clark being at that time the attorney of William Porter.

Sixth: No, none at all.

Seventh. He returned a drunken blackguard, and died in the Marine Hospital, and said he never could pay anything.

Eighth. Never, that I know of.

Ninth. The protest marked I B, No. 2, having been exhibited to the witness referred to in complainants' fifth interrogatory, he answered thereto, I do not know how or when I received it.

Tenth. The paper marked I B, No. 3, being exhibited to the witness, he says: It is in my handwriting, taken from my letter-book by me; it is a true copy; it was sent at the time. So much of the said letter as refers to the consideration of the assignment was made by the direction of Porter, as I have already stated.

Bell's deposition on cross interrogatories.

To the first cross interrogatory he says, (part first): No, I do not recollect prosecuting any claim at Washington. (Part second:) No. (Part third:) No.

To the second cross interrogatory he says: At Mr. Clark's office; I cannot state who was present.

To the third cross interrogatory he says: No, not that I know of; I do not recollect that I did.

To the fourth cross interrogatory he says: I carried it home and put it in my desk; I did not find it until about a year ago, I found it among the papers marked "out of date."

To the fifth cross interrogatory he says: I gave it to Mr. Chetwood.

To the sixth cross interrogatory he says: To prosecute the claim.

To the seventh cross interrogatory he says: For my son, Edward R. Bell.

To the eighth cross interrogatory he says: He bought it of me; he paid me a consideration for the assignment—for a small sum, I do not recollect the amount.

To the ninth cross interrogatory he says: I have no recollection of it.

To the tenth cross interrogatory he says: No, I did not know them; no, not to my knowledge.

To the eleventh cross interrogatory he says: No, I sent a copy.

J. Bell's re-examination.

Examination resumed on the part of complainant.

First. I am eighty-six; my memory is failing. I reside in the city of New York.

Second. I understood my application to Mr. Clay and Mr. Cambreling was referred to; I cannot recollect, I rather think I did; I did employ Mr. Chetwood; yes, I did; I think I did.

Third. Yes, I copied it in my book, and put the original away among the papers I spoke of. Yes, on a loose sheet; but it was made ten or twelve years after I received the original.

Fourth: After the claim had been pending; that I was getting old and wanted to get rid of lawsuits.

Fifth. I said it was mislaid; I do not recollect whether I made an affidavit.

Sixth: Yes, I had an idea that the original was at Buenos Ayres, and afterwards found it.

Cross examination resumed.

Twelfth cross interrogatory: Notes of hand and receipts. I was looking after a particular receipt. A man by the name of Disbrow made a demand for a debt due by my mother-in-law, of whose estate I was executor; I was looking for that receipt and found this paper.

Thirteenth: Noah Disbrow; I understand he is dead, I have not seen him; I do not know when he died.

ISAAC BELL.

Isaac Bell being duly sworn by me according to law says, that the answers to the foregoing interrogatories are true.

LEWIS HURST,
Com'r of deeds.

Deposition of G. Clark.

Deposition of Girardus Clark on the part of complainant.

1st. Girardus Clark, New Rochelle, attorney and counsellor in the city of New York.

2d. I have seen that instrument before; the whole body of it is in my handwriting; I knew Captain Lewis, by whom it purports to be signed, transacted business for him and knew him well; he was a ship-

master at that time, and all the time I knew him. It no doubt was executed in my presence, from the fact of my being witness, though I do not recollect the actual execution. I have often seen Captain Lewis write, and have no doubt that is his signature; it is attested by me, I believe. It was known to me about a year ago, and then I thought some letters of my own name to the attestation were different from what I usually write them, but from the general character of the signature I have no doubt it was mine, and that I witnessed the execution of the paper.

Cross examination of Girardus Clark.

Cross do.

1st. It was shown to me by a young lawyer, I suppose Mr. Chetwood, for the purpose of having it proved.

2d. My having no doubt arises from the fact that the paper is in my handwriting; that I believe that to be the signature of Captain Lewis, and that I believe that to be my signature to the attestation; I judge from the face of the paper only. At the time Mr. Chetwood brought the paper to me I found, on examination of my books, that I had made a charge for drawing such a paper at that date.

3d. It is not, and in that respect my former answer was incorrect, in which I stated the body of the paper was in my handwriting; it is wholly so, with that exception.

GIRARDUS CLARK.

CITY AND COUNTY OF NEW YORK, *ss:*

Girardus Clark, being by me duly sworn, upon his oath says, that the foregoing answers to the interrogatories are true.

LEWIS HURST,
Com'r of deeds.

Exhibit I B.

Whereas the brig Caspian, under the command of Jacob Goodrich, while on a voyage from Montevideo to Valparaiso, was, together with her cargo, captured and seized by the Brazilian squadron in the river La Plata, sometime in the month of October last; and whereas the said capture being deemed illegal, a claim has been preferred by the American Minister at Brazil, in the name of Stephen J. Lewis, to the Brazilian government for indemnity for such illegal capture, which said claim is now depending:

Now, know all men by these presents, that the said Stephen J. Lewis, for and in consideration of the sum of one dollar, lawful money of the United States, to him in hand paid by Isaac Bell, of the city of New York, merchant, the receipt whereof is hereby acknowledged, and also for divers other good considerations him thereunto moving, hath granted, bargained, and sold, assigned, transferred, and set over, and by these presents doth grant, bargain, and sell, assign, transfer, and set over

unto the said Isaac Bell, his executors, administrators, and assigns, all and singular the said claim, and all the sum and sums of money that may be recovered or received of and from the said Brazilian government, or of and from whomsoever it may concern, for or by reason of the said illegal capture, or which may arise from the proceeds of the said brig Caspian and cargo; to have and to hold the same and every part and parcel thereof unto him, the said Isaac Bell, his executors, administrators, and assigns, forever: and the said Stephen J. Lewis doth hereby authorize and empower the said Isaac Bell, his executors, administrators, and assigns, to recover and receive, of and from whomsoever it may concern, all such sum and sums of money as may arise from the said claim, and on receipt thereof to give all proper and necessary acquittances and discharges therefor, hereby ratifying and confirming all and whatsoever he, the said Isaac Bell, his executors, administrators, or assigns, shall lawfully do or cause to be done by virtue hereof.

In witness whereof I have hereunto set my hand and seal, this sixth day of November, in the year of our Lord one thousand eight hundred and twenty-eight. S. J. LEWIS, [SEAL.]

Signed and sealed in the presence of—
GIRARDUS CLARK.

STATE OF NEW YORK,
City and county of New York, ss:

On this fourth day of November, A. D. 1852, before me personally came Girardus Clark, subscribing witness to the foregoing instrument in writing, with whom I am personally acquainted, who being by me duly sworn did depose and say, that he resides in the city of New York, and knew Stephen J. Lewis, the individual described in and who executed said instrument; that he was present and saw said Lewis execute the same, and that the said Lewis then acknowledged to him the execution thereof, whereupon he (said Clark) became subscribing witness thereto. J. EDGAR, *Com'r of deeds.*

STATE OF NEW YORK,
City and county of New York, ss:

I, Richard B. Connolly, clerk of the city and county of New York, do hereby certify that J. Edgar, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written, was at the time of taking such proof or acknowledgment a commissioner of deeds for said city and county, dwelling in the said city, commissioned and sworn and duly authorized to take the same.

And further, that I am well acquainted with the handwriting of such commissioner, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of the county, the 24th day of March, 1853.
[SEAL.] RICHARD B. CONNOLLY, *Clerk.*

Exhibit I B, No. 3.

(Copy.)

NEW YORK, *December* 15, 1828.

Messrs. ZIMMERMAN, FRAZIER & Co.

GENTLEMEN: I wrote to you on the 5th November, enclosing a copy of the assignment made to me by William Porter, and on the 12th November of all the property in your hands belonging to the avails of the ship Corsair and cargo; likewise enclosing an assignment of Captain S. J. Lewis of all the property seized by the Brazilian government in the brig Caspian, as by Captain Lewis's protest, dated 2d day of October, 1827, the assignment was made to me by Captain Lewis, in consequence of my advances made to him in the purchase of a brig and cargo, now on his way to Buenos Ayres; he sailed from here on the 21st November, and is to touch at the Cape de Verde islands for the purpose of filling up with salt for your place. As we have now the certainty of peace (agreeable to your letter of 30th September to William Porter) taking place, and the blockade being raised on the 29th September, it is now my wish that in case of Captain S. J. Lewis's new arrival at Buenos Ayres, which God forbid at your place, that you will ship to me by the first good American vessel bound to New York the

67 bales skins - - - - -				$2,010 00
65 " wool - - - - -				1,638 03½
16 " horse hair - - - -				2,400 00
6 " " - - - -				975 00
33 " " - - - -				3,619 05½
Charges thereon - - -		1,325 02½		
Commissions - - -		485 05		
			1,810 07½	
				$19,999 01½

Balance carried to new account in my favor $16,444 06½, the last mentioned sum of $16, 444 06½ I wish to have invested in good hides of the heaviest quality; this balance is taken from your account current. I have lately understood that William Porter has made another assignment on the avails of the Corsair and cargo; as mine is the first in course you will pay not any attention to it.

Yours, &c.,
ISAAC BELL.

Exhibit I B, No. 2.

By this public instrument of protest: Be it known and made manifest to all whom it may concern, that on the day of the date of these presents, before the undersigned, acting consul of the United States of America, for the port of Montevideo, personally came and appeared Stephen J. Lewis, merchant of the city of New York, and a citizen of the United States, and being by me, the said acting consul, duly and solemnly sworn, did declare, protest, and say: That being at this

city of Montevideo, he, the appearee, engaged his passage on board the brig Caspian, of Boston, Jacob Goodrich, master, bound for the port of Valparaiso, in Chili, and that having previously obtained a regular passport from the proper authority of the place, on the 29th September last past, he sailed on board said brig Caspian, bound to Valparaiso as aforesaid, and as the wind was fresh from the south and east they stood off and on all that night, and on the morning of the 30th stood to the southward and westward; and on the morning of the 2d of October instant, then being about forty miles to the eastward of Buenos Ayres, they saw several sail of vessels to the westward, which soon came up and proved to be part of the Imperial blockading squadron; that they boarded said Brig Caspian with two boats and about twelve men, took part of the crew out, left several of their own men on board, and when they joined the Commodore the mate and residue of the crew were taken out, and a prize crew put on board the brig; that he, the appearee, was ordered on board the Ship Carioca, where he remained twenty hours, his baggage and other property during this time being at the mercy of a prize crew; that at the expiration of that time he was told to get his baggage and go on board the Brig Maranham, where he remained about six days, and was then sent on board the Corvette Liberal in company with the crew of the Caspian, and the corvette proceeded to Montevideo, where she arrived on the 11th inst., and the officers and crew of the Brig Caspian were sent on shore, but the deponent was detained until the morning of the 12th, when he was sent on board of a brig repairing in this harbor, where he remained a few hours, and was then released by the captain of the port as he supposes.

And appearee further declares, that after coming on shore he discovered his trunk had been broken open and robbed of about three thousand four hundred and fifty-five dollars in notes on the bank of Buenos Ayres, about sixteen doubloons, and about two hundred and twenty patacons, and also that part of his private stores which he had provided for his voyage to Valparaiso were detained, the value of which he estimates at twenty-five dollars, making an aggregate sum of four thousand and twenty dollars.

And therefore the said Stephen J. Lewis did declare to protest, and does solemnly protest, against the commander of the said Brazilian blockading squadron, and all others concerned, for the purposes of personal restraint and detention which he suffered, and also for the loss and plunder of his private property and stores as before mentioned, and declares that all losses and damages which he has already suffered or sustained, or may hereafter incur or sustain by reason thereof, are and ought in justice and equity to be borne and suffered by the commander of the squadron aforesaid, his officers concerned, or by the Brazilian government, such losses and damages having occurred by reason of and during his restraint and detention as before related, and not with his knowledge, privity, or consent, or having been in his power to prevent it.

In testimony whereof he has hereunto subscribed his name.

(Signed) S. J. LEWIS.

And the said Stephen J. Lewis having required to make a public act and declaration thereof before me, the said acting consul, in the terms and forms aforegoing, I have made and executed this public instrument of process to serve and avail him in such place, time, and manner as he may deem fit and expedient.

Thus done and protested at the city of Montevideo, this twentieth day of October, A. D. 1827.

(Signed) JAMES BOND,
Acting consul, U. S. A.

CONSULATE OF THE UNITED STATES OF AMERICA,
At Montevideo.

These are to certify that the preceding document is a true and correct copy of the original protest recorded in this consulate, and has been by me with said original duly compared.

In testimony whereof, I have hereunto set my hand and seal of office, this first day of February, 1828.

[SEAL.] JAMES BOND,
Acting consul, U. S. A.

Deposition of John Chetwood.

BELL, assignee of Bell,
vs.
MARY LEWIS, administratrix of
S. J. Lewis.

In equity in the circuit court of the District of Columbia.

Deposition of J. Chetwood.

Deposition of John Chetwood, jr.

Questions on the part of the complainant.

1st. State, if you please, your name, age, residence, and occupation.

2d. Look at the paper now produced and shown to you marked complt's Ex., J C, No. 1, and state whether you have seen it before, and where and when, and if you know any thing of its execution and delivery; state all you know on that subject.

3d. Look at paper marked J C, No. 2, and state whether you have ever seen it, and when and where, and all you know about the execution and delivery thereof.

Ans. 1st. John Chetwood, jr.; aged twenty-six years; resides at Clifton, Staten Island, New York; State counsellor at law, practising in the city of New York.

Ans. 2d. I drew the paper as counsel of Isaac Bell, the assignor. It was executed and delivered by the said Isaac Bell to Isaac Bell, junior, his son, in my presence, on the fifth (5th) day of July, 1852, at New Brighton, Staten Island, in the State of New York, and I subscribed my name as witness.

Ans. 3d. I drew the paper as counsel of Isaac Bell, junior. It was, according to my best recollection, and as I fully believe, executed and delivered in my office in the city of New York, on the twenty-sixth day of July, 1852, in my presence, by Isaac Bell, jr., the assignee; Edward R. Bell, the assignee, being present; the subscribing witness, James A. Ruthven, is a commissioner to take acknowledgments for the city and county of New York, whose office is in the same building with mine, and he was called in by me to take the acknowledgment of Isaac Bell, junior, of the execution of the said assignment. I know the signature of the subscribing witness to be his, the said Ruthven.

JOHN CHETWOOD.

Sworn to in open court.
Test: JOHN A. SMITH, *Clerk.*
8th Nov'r, '53.

Exhibit 1 C—No. 1.

(Copy.)

Whereas Stephen J. Lewis, late of the city of New York, deceased, by his certain assignment duly executed, bearing date the sixth day of November, A. D. one thousand eight hundred and twenty-eight, grant, bargain, sell, assign, transfer, and set over unto Isaac Bell, his executors, administrators, and assigns, a claim made by the American Minister in Brazil, in the name of the said Stephen J. Lewis, upon the Brazilian government, for indemnity for the illegal capture of the Brig Caspian, while on a voyage from Montevideo to Valparaiso, by the Brazilian squadron, in the month of October, in the year 1827, or about that time, which claim was then pending; and did grant, bargain, sell, assign, transfer, and set over unto the said Isaac Bell all and singular the sum and sums of money that might be recovered or received of and from the said Brazilian government, or of and from whomsoever it might concern, for or by reason of the said illegal capture, or which might arise from the proceeds of the said Brig Caspian and cargo; to have and to hold the same unto the said Isaac Bell, his executors, administrators, and assigns forever; which said assignment, having been irretrievably lost, a copy thereof, duly proved, has been filed in the office of the commissioner to adjust claims against Brazil, which assignment, the said commissioner disregarding, has awarded to Mary Lewis, administratrix upon the estate of the said Stephen J. Lewis, deceased, the sum of fourteen thousand nine hundred and seventy-three dollars and seventy-five cents, or some other large sum of money, as indemnity for the losses of the said Stephen J. Lewis in, during, and by reason of the capture of the Brig Caspian as aforesaid, which sum or sums of money, as so awarded, of right belong to the said Isaac Bell, as assignee of the said Stephen J. Lewis; and whereas by act of Congress, approved on the third instant, provision has been made to enable persons contesting awards of the said commissioner, upon giving due notice to the Secretary of the Treasury,

and filing certain bonds, to apply to the circuit court in the District of Columbia for equitable relief in the premises, to which relief the said Isaac Bell, assignee as aforesaid, is entitled:

Now, know all men by these presents, that the said Isaac Bell, for and in consideration of the sum of one dollar, lawful money of the United States, to him in hand paid by Isaac Bell, jr., of the city of Mobile, in Alabama, the receipt whereof is hereby acknowledged, and also for divers other good considerations him thereunto moving, hath granted, bargained, and sold, assigned, transferred, and set over, and by these presents doth grant, bargain, and sell, assign, transfer, and set over unto the said Isaac Bell, jr., his executors, administrators, and assigns forever, all his interest in the said indemnity awarded for the illegal seizure of the said Brig Caspian, as assignee of Stephen J. Lewis as aforesaid, and all sum and sums of money that may be recovered or received of and from the same, or on account thereof, either by judgment of the said district court, or by any other means, or from any source whatsoever; to have and to hold the same, and every part and parcel thereof, unto him, the said Isaac Bell, jr., his heirs and assigns forever; and the said Isaac Bell, as assignee of the said Stephen J. Lewis, doth hereby authorize and empower the said Isaac Bell, jr., and his executors, administrators, and assigns, to recover and receive, of and from whomsoever it may concern, all such sum and sums of money as may arise in any way from the said Brig Caspian and cargo, or as indemnity for the damages sustained by the said Lewis by the said capture, and, upon the receipt thereof, to give all proper and necessary acquittances and discharges therefor, hereby ratifying and confirming all and whatsoever he, the said Isaac Bell, jr., his executors, administrators or assigns, shall lawfully do, or cause to be done, by virtue hereof.

In witness whereof I have hereunto set my hand and seal, this fifth day of July, 1852.

(Signed) ISAAC BELL, [SEAL.]

Signed, sealed, and delivered in presence of—
JOHN CHETWOOD, jr.

STATE OF NEW YORK,
City and county of New York, ss.

On this twenty-sixth day of July, one thousand eight hundred and fifty-two, before me personally came John Chetwood, jr., known to me to be the subscribing witness to the foregoing instrument in writing, who, being by me duly sworn, did depose and say, that he resides in the city of New York; that he knows Isaac Bell to be the person described in, and who, in his presence, executed the same; that the said Bell then acknowledged the execution thereof for the purposes therein mentioned; whereupon the said Chetwood became subscribing witness thereto.

(Signed) JAS. A. RUTHVEN,
Com'r of deeds.

Exhibit I C—No 2.

Know all men by these presents, that I, Isaac Bell, jr., in consideration of one dollar, to me in hand paid by Edward Bell, of New Brighton, in the State of New York, the receipt whereof is hereby acknowledged, being therewith fully satisfied, contented, and paid, have granted, bargained, and sold, assigned, transferred, and set over unto the said Edward Bell, his executors, administrators, and assigns forever, all the claim formerly owned by Stephen J. Lewis for indemnity for the seizure of the Brig Caspian and cargo, and form oneys stolen from the trunk of the said Lewis, as in the annexed assignment from the assignee of the said Stephen J. Lewis, Isaac Bell, to me, Isaac Bell, jr., described; also all my rights, claims, and demands in any way whatsoever, and all my interest in any moneys, to whatever amount, by virtue of the said assignment; also all my right and title to the whole or any part of the award made in favor of Mary Lewis by the late commissioner to adjust claims against Brazil, to have and to hold the same unto the said Edward Bell, his executors, administrators, and assigns forever; and I do hereby nominate and appoint the said Edward Bell, his executors, administrators, and assigns, and each of them, my true and lawful attorney irrevocable, with full power and authority to do all matters and things whatsoever which I might or could have done had these presents never been executed, hereby ratifying and confirming all that my said attorneys, or each of them, or their or either of their substitutes, shall do or cause to be done in the premises.

In witness whereof I have hereunto set my hand and seal this twenty-sixth day of July, A. D. 1852.

(Signed) I. BELL, JR. [SEAL.]

Signed, sealed, and delivered in presence of—
JAS. A. RUTHVEN.

CITY AND COUNTY OF NEW YORK.

On this twenty-sixth day of July, one thousand eight hundred and fifty-two, before me personally came Isaac Bell, jr., to me known to be the same person described in, and who executed, the foregoing instrument in writing, and acknowledged that he executed the same for the purposes therein mentioned.

(Signed) JAS. A. RUTHVEN,
Commissioner of deeds.

STATE OF NEW YORK,
City and county of New York, ss.

I, George W. Riblet, clerk of the city and county of New York, do hereby certify that Jas. A. Ruthven, whose name is subscribed to the certificates of the proofs or acknowledgments of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgments, a commissioner of deeds for said city and county,

dwelling in the said city, commissioned, sworn, and duly authorized to take the same; and further, that I am well acquainted with the handwriting of such commissioner, and verily believe that the signatures to the said certificates of proofs or acknowledgments are genuine.

In testimony whereof I have hereunto set my hand and [SEAL.] affixed the seal of the said county, the 28th day of July, 1852.

(Signed) GEORGE W. RIBLET, *Clerk.*

Notice to Secretary.

Hon. THOMAS CORWIN,
Secretary of the Treasury, Washington, D. C.

Whereas the commissioner appointed under the act of Congress of March 29th, 1850, to carry into effect the convention between the United States and the Emperor of Brazil of the 27th of January, in the year 1849, has awarded to Mary Lewis, administratrix upon the estate of Stephen J. Lewis, deceased, certain amounts of moneys as indemnities for the seizure of the Brig Caspian, in which the said Stephen J. Lewis held a one-fifth share, and also for money stolen from the trunk of the said Lewis at the time of the seizure: I hereby, as assignee of Isaac Bell, the assignee of the said Stephen J. Lewis, deceased, notify you of my intention to contest the payment of the same as awarded, and that I shall file with the District Attorney of the United States a bond with good and sufficient security to be approved by him, for the payment of the costs and damages arising therefrom, and that as assignee, as aforesaid, I claim to be the owner of the whole amount of said awards; and I shall file my bill for relief and injunction in the circuit court of the District of Columbia.

This notification is given to you in conformity with an act of Congress passed on the third instant, amending an act approved March 29, 1850, and providing that parties contesting awards of the said commissioner to adjust the claims against Brazil shall notify the Secretary of the Treasury thereof within five days from the passage of the said act or from the date of the said award.

(Signed) I. BELL, JR.,
Assignee.

New Brighton, July 5, 1852.

Noted on the back, "Filed 6th July, 1852."

A. O. H.

Admitted in evidence on the deposition of J. Chetwood, jr., as though it was fully proved.

Admission of service of the preceding notice.

TREASURY DEPARTMENT, COMPTROLLER'S OFFICE,
November 22d, 1852.

This is to certify that in conformity with the provisions of the act of Congress approved 3d July, 1852, Isaac Bell, jr., assignee of Isaac

Bell, assignee of Stephen J. Lewis, notified the honorable Thomas Corwin, Secretary of the Treasury, of his intention to contest the payment of the award made by the commissioner appointed under the act of Congress approved March 29th, 1850, to carry into effect the convention between the United States and the Emperor of Brazil, dated 27th January 1849, to Mary Lewis, administratrix of Stephen J. Lewis, deceased; which notice was served on the 6th July, 1852, and is now on file in this office.

ELISHA WHITTLESEY,
Comptroller.

Bond—Act, 1852.

Bond.

Edward R. Bell to Mary Lewis, administratrix, &c.

Know all men by these presents, that we, Edward Bell, of New Brighton, in the county of Richmond, and State of New York, Isaac Bell, jr., of the city of Mobile, in the State of Alabama, and Francis D. Fowler, of the city of New York, are held and firmly bound unto Mary Lewis, of said city of New York, administratrix upon the estate of Stephen J. Lewis, late of said city, deceased, in the just and full sum of five thousand dollars, lawful money of the United States of America, to be paid to the said Mary Lewis, her certain attorney, executors, administrators and assigns, to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this twenty-eighth day of July, A. D. one thousand eight hundred and fifty-two.

Whereas the commissioner duly appointed under the act of Congress approved the twenty-ninth day of March, one thousand eight hundred and fifty, entitled "An act to carry into effect the convention between the United States and the Emperor of Brazil, on the twenty-seventh day of January, in the year one thousand eight hundred and forty-nine," and the acts of Congress supplemental thereto, did, on the thirteenth day of June, in the year one thousand eight hundred and fifty-two, make an award in favor of the said Mary Lewis, administratrix as aforesaid, for the sum of eight thousand seven hundred and forty-one $\frac{44}{100}$ dollars, or about that sum, as indemnity for the seizure of the Brig Caspian and cargo, in which the said Stephen J. Lewis held a share of one-fifth; and a further sum of two thousand eight hundred and ten $\frac{44}{100}$ dollars, or about that sum, as indemnity for money and effects stolen from the trunk of the said Stephen J. Lewis at the time of the said seizure.

And whereas, on the sixth day of November, in the year one thousand eight hundred and twenty-eight, the said Stephen J. Lewis, then being in the said city of New York, executed duly under his hand and seal a full and perfect assignment to Isaac Bell, then of said city, by which he bargained and sold, assigned, transferred, and set over, all

and singular the claim or claims upon the Brazilian government, or upon whomsoever it might concern, upon and on payment of which the said award or awards have been made.

And whereas, upon the third day of July instant, the said Isaac Bell executed to Isaac Bell, jr., of the city of Mobile, a full and perfect assignment of the said claim so assigned to him by Stephen J. Lewis as aforesaid, and of all his right and interest to and in the award or awards made in favor of the said Mary Lewis as aforesaid.

And whereas, the said Isaac Bell, jr., by virtue of such assignment, has claimed the whole amount so awarded to the said Mary Lewis to be to him justly belonging, and has notified the Secretary of the Treasury, according to the requirements of the act of Congress approved the third day of July, A. D. one thousand eight hundred and fifty-two, entitled "An act , of his intention to contest the payment of the said sums of money so awarded as aforesaid.

And whereas, on the twenty-sixth day of July instant, the said Isaac Bell, jr., executed under his hand and seal, and delivered to Edward Bell, of New Brighton, aforesaid, a full and complete assignment of the said claim, and the right to and interest in the awards to him assigned by the said Isaac Bell.

And whereas, by virtue of the last mentioned assignment, and the act of Congress in that case made and provided, the said Edward Bell is about to file his bill for relief and injunction in the circuit court of the District of Columbia.

Now the condition of the above obligation is such, that if the above bounden Edward Bell shall file his bill for relief and injunction as aforesaid, and shall prosecute the same with effect, or shall well and truly pay to the said Mary Lewis, administratrix as aforesaid, her certain attorney, executors, administrators, or assigns, all costs and damages arising from claiming the amounts as awarded as aforesaid, or from the aforesaid notification of Isaac Bell, jr., to the Secretary of the Treasury, or from his contesting the payment of the said sums of money as awarded, then the above obligation to be void, otherwise to remain and to be in full force and virtue.

EDWARD R. BELL, [SEAL.]
I. BELL, JR., [SEAL.]
FRANCIS D. FOWLER. [SEAL.]

Signed, sealed, and delivered in presence of—

GEO. W. MORTON,
Cl'k U. S. Dist. Ct. southern dist. of New York.

UNITED STATES OF AMERICA,
Southern district of New York, ss.

On this 28th day of July, A. D. one thousand eight hundred and fifty-two, before the subscriber, clerk of the United States district court for the southern district of New York, personally appeared Isaac Bell and Francis D. Fowler, sureties in the within bond, and each made

oath in due form of law that he is individually worth the amount of ten thousand dollars, ($10,000,) to the best of his knowledge and belief, over and above all debts and liabilities.

I. BELL, JR.,
FRANCIS D. FOWLER.

Subscribed and sworn to this 28th day of July, 1852, before me, in open court.

GEO. W. MORTON,
Clerk U. S. district court, southern district of New York.

On the foregoing affidavit, I hereby certify, that I am well satisfied that Isaac Bell, jr., and Francis D. Fowler, the sureties in the within bond, are individually worth the amount of ten thousand dollars over and above all debts and liabilities.

SAM'L R. BETTS,
Judge of the United States for the southern district of New York.

The above bond is thus endorsed:

"The within bond was handed to me on the 30th ult., but was not then approved. It is now approved on the additional evidence of the sufficiency of the security which has just been exhibited to me."

P. R. FENDALL,
U. S. Attorney, D. C.

2d August, 1852, 10 *o'clock, p. m.*

Papers produced from the State Department, filed with the petition of Isaac Bell, jr., before the commissioner, under the Brazilian treaty, and read by complainant's counsel upon the hearing of the cause in the circuit court.

MR. SMITH: Please to put these papers in the complainant's proof.

JOS. H. BRADLEY.

Complainant's evidence.

Contract of voyage.

Contract of voyage of Brig Caspian.

We, the subscribers, agree to become interested in the proportions subscribed to our respective names in the following contemplated voyage. Mr. Rudolph C. Geyer sells to this concern the Brig Caspian, her cargo, provisions, and every thing else now on board of her, for the sum of twenty-five thousand dollars, currency of Montevideo. The expenses of sailing the said brig henceforward is on our account. Her register, her captain, and crew to remain with her until our contemplated voyage is accomplished. Every one of the subscribers to pay his interest in the expedition within sixty days from the date hereof to the said Geyer or his agents, Zimmerman, Frazier & Co., of this city. The voyage by us agreed upon is the following: The brig, with the cargo now in her, will proceed to Buenos Ayres, or any other fit har-

bor which she may be liable to get into in that province, where she is to be consigned to Zimmerman, Frazier & Co., her cargo disposed of, and another cargo of the produce of Buenos Ayres, such as may appear the most profitable, is to be put on board, and with the same she is to sail for New York, where vessel and cargo are to be consigned to Messrs. De Forest & Son as agents for this concern, with orders to wind up the same without delay, and by selling of the vessel at auction, and thereafter to pay to each of us our respective interests.

Should the cargo now on board the brig produce in Buenos Ayres a larger sum than is again invested, every one of us will receive then his proportion of the overplus. Captain Lewis agrees to act as pilot up to Buenos Ayres, and again outward, proceeding in her as passenger to New York by receiving a free passage, and on safe arrival in Buenos Ayres a compensation of one thousand dollars currency of Montevideo at the expense of this concern. Rudolph C. Geyer guaranties to this concern the possession of the brig without any other bill of sale than the present document; and Zimmerman, Frazier & Co., are to be considered as our mutual agents for carrying our instructions into effect.

In witness whereof, we have subscribed hereunto our names at Montevideo, this 26th day of September, 1827.

For an interest of five thousand dollars.
(Signed) ZIMMERMAN, FRAZIER & CO.

For an interest of five thousand dollars.
(Signed) WM. HAMMOND.

For an interest of two thousand five hundred dollars.
(Signed) ALBT. P. DE VALANGEN.

For an interest of five thousand dollars.
(Signed) ST. J. LEWIS.

For an interest of five thousand dollars.
(Signed) R. C. GEYER.

For an interest of two thousand five hundred dollars.
(Signed) J. L. DARBY.

Letter—S. J. Lewis to Wm. Tudor, esq.

Rio de Janeiro, 8*th July*, 1828.

William Tudor, esq.,
Chargé d'Affaires, U. S. A.

Dear Sir: I take the liberty of enclosing to you a copy of my protest against the commander of the Brazilian blockading squadron in the River La Plata, and all whom it may concern, for damages sustained by me as passenger on board the Brig Caspian, of Boston, when captured in the River La Plata, and would beg of you to give it as speedy a consideration as possible. The embarrassment I have suffered in consequence of the loss of my property, together with my efforts thus far ineffectual to receive it, has detained me in this country a

length of time. I feel particularly anxious that the business should be brought to as speedy a conclusion as possible. Any interest you may be pleased to exercise in my behalf will be thankfully acknowledged.

Your obedient,

(Signed) S. J. LEWIS, *Citizen of U. S.*

Letter—Isaac Bell to Hon. Henry Clay.

NEW YORK, *October* 3, 1828.

DEAR SIR: I herewith enclose you a copy of a letter addressed to you by Captain S. J. Lewis, in which he accompanied his protest of the transaction. Unfortunately for me, the owners of Captain Lewis's vessel became indebted to me in the sum of fifteen thousand dollars, and in order to repay me, on the eve of his failure (and which did take place) he gave me a special assignment of all the proceeds of said property under Captain Lewis's care.

It seems the vessel was captured by the Brazilians and condemned for no other purpose than that they wanted the property in question. She was regularly cleared out from their own port, Montevideo, and bound for Valparaiso, and never attempted to violate any blockade of the Brazilian government; they likewise took from Captain Lewis a considerable sum of money, about $4,000. In these hard times it has put me to inconceivable difficulties to sustain the detention of so much money added to all my other misfortunes. My object in now addressing you on this subject to be informed, if you can consistently with your public functions and the public service, at what time I may reasonably calculate to be reimbursed for this sum. That our Government must protect us in the recovery of the property I cannot for a moment doubt, for there can be no possible pretext to be disposed of property in such a manner by a Government acting as a civilized nation.

Energy on the part of our Government would compel the Brazilians to do justice. Rest assured they are particularly fearful of any rupture with this country.

The French nation have obliged them (the Brazilians) to do them justice. You will therefore please say to me just as much on this subject as is proper and no more, relying that any communication made to me will on any account escape my lips.

I wrote you yesterday respecting the box of dresses intended for Mrs. Erwing, which at your leisure please direct me—and believe me, always,

Your obedient servant,

ISAAC BELL.

Letter—Isaac Bell to Hon. C. C. Cambreling.

NEW YORK, *January* 8, 1830.

Hon. C. C. CAMBRELING,

DEAR SIR: I have taken the liberty (you being our representative) to enclose you a copy of a protest by Capt. Stephen J. Lewis against

the cruisers of the Brazilian government, and to request that you will use your influence with the Secretary of State to direct our Chargé d'Affaires at Rio de Janeiro to enforce this claim. Captain Stephen Jefferson Lewis is a native citizen of Philadelphia, consequently has a right to prefer this claim. He has become indebted to me, and at present has no other means of making payment, but through this claim. The story is told in his protest, and if ever there was a call for his Government to interfere in behalf of a citizen, he is I think entitled to it. They, at Montevideo, never went through the form of condemnation of the Brig Caspian and cargo, but valued her and cargo, sold it immediately. Mr. Tudor, at Rio de Janeiro, has some fears to present his claim, as in his opinion will injure some other claims that are in train; but I hope and trust that our Government will direct him forthwith to enforce it. The Brig Caspian belonged in part to Boston and a part here, and probably I shall forward you a claim for the said brig and cargo against the Brazilian government for the illegal capture and sale (without condemnation). She had a perfect right to clear out, and did proceed from Montevideo on her destined voyage from there to Valparaiso when captured by the Brazilian squadron. As soon as convenient, I shall be happy to receive a letter from you on this subject, as Capt. Lewis is shortly to proceed to Buenos Ayres.

And believe me, dear sir,

Your obedient servant,

(Signed) ISAAC BELL.

Letter—Daniel Brent to C. C. Cambreling.

DEPARTMENT OF STATE,

Washington, 1st February, 1830.

C. C. CAMBRELING, esq.

SIR: In reply to your note covering the letter herewith returned to you, I have the honor to state, that by a despatch just received from Mr. Tudor, it appears that in the early part of December last that gentleman delivered to the agents of the claimants all the bonds which he had received from the Brazilian government in payment of their claims, and that his agency in the settlement has thereby terminated.

I am, with great respect,

Your obedient servant,

(Signed) DAN'L BRENT.

Papers produced from the State Department, filed with the petition of Isaac Bell, jr., before the commissioner under the Brazilian treaty, and read by defendant's counsel upon the hearing of the cause (in the circuit court) of Bell vs. Lewis. The clerk will copy them as part of the record.

CHILTON, *For defendant.*

UNITED STATES OF AMERICA.

Department of State—To all to whom these presents shall come greeting:

I certify that the paper hereunto annexed is a true copy transcribed from and carefully collated with the original paper on file in this department.

In testimony whereof I, William L. Marcy, Secretary of State of the United States, have hereunto subscribed my name and caused the seal of the Department of State to be affixed. [SEAL.] Done at the city of Washington, this eleventh day of February, A. D. 1854, and of the independence of the United States of America the seventy-eighth.

W. L. MARCY.

Assignment of S. J. Lewis.

(Copied at page 52 as exhibit I B.)

CONSULATE OF THE UNITED STATES OF AMERICA,
Buenos Ayres.

I, Joseph Graham, consul of the United States of America, at the port of Buenos Ayres, in South America, do hereby certify that I have compared the foregoing document with another similar paper found on file among the papers of Messrs. Zimmerman, Frazier & Co., of this city, that said papers are true copies, the one of the other, and that both purport and appear to be copies of an original transfer or assignment, as signed and executed by S. J. Lewis.

In witness whereof I hereto set my hand and official seal, this 4th day of February.

(Signed) JOSEPH GRAHAM,
U. S. consul.

Deposition of Isaac Bell.

STATE OF NEW YORK, CITY AND COUNTY OF NEW YORK, *ss.*

Isaac Bell being duly sworn says, that he is eighty-four years of age; that he was born in the town of Stamford, in the State of Connecticut; that he resides in New Brighton, in the county of Richmond, in the State of New York; that he is a merchant in the city of New York; that at the time the events took place, in regard to which he deposes, he was a merchant as aforesaid, and resided at first in the said city of New York, and subsequently in said New Brighton.

Deponent further says, that by virtue of an assignment executed and delivered to him by Captain Stephen J. Lewis, a copy of which is hereto prefixed, deponent is the owner of the claim of the said Stephen J. Lewis against the Brazilian government, for indemnity for the illegal seizure by a vessel of war of the said government on the River La Plata, on the second of October, A. D. eighteen hundred and

twenty-seven, of the Brig Caspian, of which vessel the said Stephen J. Lewis was one-fifth owner.

Deponent further says, that the copy hereto prefixed of the said assignment is a true and perfect copy made by this deponent himself from the original assignment at sometime between the sixth and twelfth day of November, A. D. eighteen hundred and twenty-eight; that the said copy was made by deponent in his counting-house, then in the building known as number 72, (seventy-two,) Greenwich street, in the said city of New York; that after he had made the said copy, being assisted by one Charles Porter in comparing, he compared the said copy, the original assignment, and found the said copy true and perfect; that the said Charles Porter was a ship builder in the city of New York, who at the time he compared the said original and copy with deponent was accidentally in deponent's counting-house on business; that the said Charles Porter has now been dead for several years, having died in the year eighteen hundred and forty-seven, or about that time; that in comparing said papers deponent gave the said Charles Porter the said copy to read while deponent read aloud from the original; that at the time the said original and copy were read and compared, there was no person present in the counting-house of deponent except himself and the said Charles Porter.

Deponent further says, that the said Stephen J. Lewis delivered to him the said original assignment, executed in deponent's said counting-house at a time when there was no person present except himself and the said Stephen J. Lewis; that at the time the said assignment was delivered to deponent by the said Stephen J. Lewis at the time the said original and copy were compared by deponent and the said Charles Porter, and during all the time the said assignment was in deponent's possession deponent kept no clerk; that according to deponent's best recollection and full belief, no person ever read over the said original assignment while it was in deponent's possession except deponent himself.

Deponent further says, that having determined to send out the said original assignment to Zimmerman, Frazier & Co., his correspondents in Buenos Ayres, that they might make claim upon the Brazilian government for indemnity for the seizure of the said Brig Caspian, and prosecute the same for deponent's benefit, deponent made the said prefixed copy of the said original assignment for the purpose of sending it out to Zimmerman, Frazier & Co., Buenos Ayres, by a different vessel from that in which he sent the said original, so that should the said original be lost or miscarried the said copy might reach the said Zimmerman, Frazier & Co., and they might upon that prosecute a claim for deponent's benefit; that deponent, at the time he prepared and dispatched the said copy, was not aware of any necessity for having the said copy certified in any way as true or perfect, but supposed that the said copy as prepared, dispatched, and hereto prefixed, was sufficient to enable the said Zimmerman, Frazier & Co., to use it in the prosecution of the said claim.

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Deponent further says, that he dispatched the said original and the said copy to Zimmerman, Frazier & Co., as he had intended, by different vessels. That the said original was sent on the twelfth of November, A. D. eighteen hundred and twenty-eight, and the said copy was sent about that time. That he instructed the said Zimmerman, Frazier & Co. to prosecute the said claim. That they acknowledged the receipt of the said copy and the said original. That they subsequently informed deponent that the Brazilian Government would take no notice of this claim.

Deponent further says, that after the commission to adjudicate upon Brazilian claims had commenced its session at some time in the month of September, A. D. eighteen hundred and fifty, he wrote to the said Zimmerman, Frazier & Co., and requested them to send him all the original papers in their possession in which he was interested or to which he was entitled, relating in any way to the said Brig Caspian. That in reply to his said letter he received the letter herewith submitted, together with the copy of the assignment hereto prefixed, and no other papers except two copies of assignment made to this deponent by one William Porter.

The deponent further says, that he really believes that the said original assignment from the said Stephen J. Lewis to this deponent has been irretrievably lost or that it has been destroyed, and he declares himself entirely unable to procure the same.

(Signed) ISAAC BELL.

STATE OF NEW YORK,
City and county of New York, ss.

Personally appeared before me, James A. Ruthven, one of the commissioners appointed to administer oaths and take acknowledgments in the said city of New York, on this 2d day of February, eighteen hundred and fifty-two, Isaac Bell, personally known to me as of entire credibility, who, having subscribed the foregoing affidavit and being by me duly sworn, did declare that the facts therein contained and set forth are true; and I hereby certify that I have no interest in the claim to which the said affidavit relates, and that I am not the agent or attorney of any person having such interest, and that the said affidavit was carefully read over to the said Isaac Bell by me before being subscribed and sworn to by him.

(Signed) JAMES A. RUTHVEN,
Com'r of deeds.

STATE OF NEW YORK,
City and county of New York, ss.

I, George W. Riblet, clerk of the city and county of New York, do hereby certify that James A. Ruthven, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgment a commissioner of deeds for said city and county, dwelling in

the said city, commissioned and sworn, and duly authorized to take the same.

And further, that I am well acquainted with the handwriting of such commissioner, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of the said county, the 25th day of February, 1852.

GEORGE W. RIBLET, *Clerk.*

CITY AND COUNTY OF NEW YORK, *ss.*

Mortimer Livingston, of said city, being duly sworn says, that he is forty-three years of age; was born and now resides in the city of New York, and has so resided for the last twenty-five years; that he is now and has been a merchant in said city for the last twenty-two years; that he has no interest in the claim of Isaac Bell for indemnity for the seizure of the Brig Caspian, and is not the agent or attorney of any person having such interest.

Deponent further says, that he has read the statement made by the said Isaac Bell in the foregoing affidavit of his age and place of birth; that he well knows the said Isaac Bell, and has so known him for the last twenty-five years, and that to the best of his knowledge, and according to his full belief, said statement is true.

MORTIMER LIVINGSTON.

Sworn to this 26th day of February, 1852, before me,

J. EDGAR,
Commissioner of deeds.

STATE OF NEW YORK,
City and county of New York, ss.

I, Jonathan Edgar, a commissioner of deeds, appointed in and for the city and county of New York to take depositions, &c., certify that I have no interest in the claim to which the above deposition relates, and that I am not the agent or attorney of any person having such interest; that Mortimer Livingston, the above deponent, is known to me to be a person of credit, and that the above deposition was carefully read to him by me before being signed by him; and that said deposition was reduced to writing by me, and signed and sworn to before me.

J. EDGAR.

STATE OF NEW YORK,
City and county of New York, ss.

I, George W. Riblet, clerk of the city and county of New York, do hereby certify that J. Edgar, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgment a commissioner of deeds for said city and county, dwelling in the said city, commissioned and sworn, and duly authorized to take the same.

And further, that I am well acquainted with the handwriting of such commissioner, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of the said county, the 26th day of February, 1852.

GEORGE W. RIBLET, *Clerk*.

Protest of Jacob Goodrich.

By this public instrument of protest: Be it known to all whom it may concern, that on the 12th day of October, of the year of the date hereof, before the undersigned, acting consul of the United States for the port of Montevideo, personally appeared Jacob Goodrich, master of the brig or vessel called the Caspian, of Boston, of the burden of 160 tons, or thereabouts, who duly entered his protest against the seizure and detention of said brig in the river Platte on the 2d of October, by a squadron of Brazilian vessels of war, for a pretended attempt to infringe the blockade of the ports of the Republic of Buenos Ayres while on her voyage from this port of Montevideo to the port of Valparaiso. And afterwards, to wit, on the day of the date of these presents, before me, the said acting consul, voluntarily came and appeared the said Jacob Goodrich, master of the Brig Caspian of Boston, aforesaid, for the purpose of extending said protest, who, being by me duly and solemnly sworn, did declare, depose, and say, that on the 8th day of September last past, he arrived at this port of Montevideo in said Brig Caspian with a cargo consisting of flour, being part of the original cargo shipped in the United States, and of rum and other articles taken in at Bahia, being the investment of part of the original cargo sold there by Randolph C. Geyer, the supercargo and former master; that on his arrival here the said supercargo intended to sell his cargo here, but that after having sold the flour, he could not obtain permission to land the other articles, as it was against the regulations of the coasting trade of Brazil. That therefore appearee, the said Captain Jacob Goodrich, received orders from the said supercargo to proceed elsewhere with this part of the cargo for a market, if need be as far as Valparaiso, but with directions to enter any of the ports of the Republic of Buenos Ayres which he might not find blockaded, it being a received impression of every American that when a port is blockaded vessels will be warned off, confirmed in particular by the information which appeared, and his said supercargo had received from the American consul at Rio de Janeiro, namely, that the principle was equally sanctioned by the government of his Brazilian majesty. That therefore, on the 29th of September last, appearee being regularly cleared out at the custom-house and other public offices, he repaired on board with an intention of proceeding to sea, when the adjutant of the port at the time of passing the customary visit to vessels outward bound did make an endorsement on the register of the Brig Caspian, to the effect that all the ports of the Republic of Buenos Ayres were in a state of blockade; that this endorsement, made in port and where regularly cleared he had a right to

expect an unconditional leave of departure, did appear to him, the deponent, not only irregular and illegal, but produced on him the impression that it was intended thereby to frighten him away from ports where there was no real force. That after leaving the port of Montevideo, the winds bearing steady to the southward and eastward, appearee did conclude to obtain correct information relative to the blockade, for which reason he shaped his course up the river, and on the 2d of October instant, about 2 o'clock, p. m., was boarded and taken possession of about ten miles north of Ensenado by the Brazilian brig of war Piraja, the remainder of the Imperial squadron being in company, without being warned off as he had a right to expect under any circumstances, but his crew was taken out, a prize crew put on board, and the vessel detained in company with the squadron until the 10th of October, when she was sent to Montevideo under charge of the Corvette Liberal, where they arrived on the 11th of October, and himself and crew turned on shore with their baggage, and deponent discovered that a small trunk belonging to him containing clothing had been stolen, and his writing-desk broken open and rifled of eleven doubloons. And appearee further declares, that being at the time of capture possessed of no intent to violate any existing blockade, but navigating the waters of the River Platte, common to all nations, liable only to be turned off from a port actually blockaded, his detention is an act of violence and aggression. Therefore he, the said Jacob Goodrich, did declare and protest, and by these presents does solemnly protest, in the first place, against the endorsement made on his papers as an act illegal and not justified by the laws and usages of nations; and, in the next place, against his capture and detention under the circumstances before mentioned, and declares that all losses, damages, costs, and charges which have happened, or may hereafter happen, to said Brig Caspian and her cargo, or either of them, by reason thereof, are and ought to be borne and sustained by them, who in justice and equity ought to bear and sustain the same. Such losses, damages, costs, and charges as have been, or may be, sustained by said brig or her cargo, having been, or will be, owing entirely to her illegal capture and detention as before related, and not by reason of the insufficiency of said brig, her tackle, or apparel, nor through neglect of said appearee, his officers, or any of his marines. And Nehemiah Brown, 1st mate of the said Brig Caspian, personally appeared as aforesaid, and the foregoing declaration of protest having been clearly and distinctly read over to him, he speaking for himself and from his own knowledge, did on oath declare, that the contents of the same, as far as they were under his observation, are just and true as therein set forth, stated, and alleged. In testimony whereof, he, together with the said master, have hereunto subscribed their names.

(Signed) JACOB GOODRICH,
NEHEMIAH BROWN.

Wherefore, I, the said acting consul, at the special instance of the said Jacob Goodrich, master of the Brig Caspian of Boston, do protest

against the same in manner and terms aforegoing, and have made and executed this public instrument of declaration of protest, to serve and avail him and all others concerned in time and place convenient.

Thus done and protested, at the city of Montevideo, this 20th day of October, A. D. 1827.

(Signed) JAMES BOND,
Acting consul of the U. S. of America.

And be it further known, that after the execution of the aforegoing protest, the said Jacob Goodrich, master of the said Brig Caspian of Boston, did again appear as aforesaid and demand to make an addition thereto of fact which he had omitted to state in his previous declaration, to wit, that one of the reasons for considering himself at liberty to sail up the River Platte was his having known before his departure from this port that the ports of Santa Fé, one of the provinces of the Republic of Buenos Ayres, were open to Brazilian commerce and shipping, inasmuch as the government of this province had given licenses to such vessels to trade to those ports. From which it follows, that not only the blockade of the said port of Santa Fé is raised, but also that of all the other ports of said republic, because the first declaration of a general blockade has not been limited or changed by any subsequent proclamation.

In testimony of which the said master hereunto signs his name.

(Signed) JACOB GOODRICH.

And I, the said acting consul, have executed this addition to the foregoing protest at Montevideo, this 24th day of October, A. D. 1827.

(Signed) JAMES BOND,
Acting consul of the U. S. of America.

CONSULATE OF THE U. S. OF AMERICA, MONTEVIDEO.

This is to certify that the preceding instrument of writing is a true and correct copy of the original protest and addition thereto recorded in this consulate, and the same has been by me carefully collated.

In testimony whereof I have hereunto subscribed my name and affixed the seal of this consulate, at Montevideo, this 20th day of October, 1827.

[Seal of the Consulate.]

(Signed) JAMES BOND,
Acting consul.

Affidavit of G. Clark.

Mr. Isaac Bell,

To G. Clarke, Dr.

Nov'r, 1828. Drawing an assignment from S. J. Lewis - - $2 50

STATE OF NEW YORK,
City and county of New York, ss.

Girardus Clarke being duly sworn says, that he is the same person who, on the 25th day of February, in the present year, deposed that a copy of an assignment to his affidavit annexed was a true and perfect

copy of an original assignment drawn by this deponent from Stephen J. Lewis to Isaac Bell; that this deponent resides, is occupied, and is without interest either as principal, agent or attorney in the claim for indemnity for the seizure of the Brig Caspian, as in said affidavit stated.

Deponent further says, that the charge hereto annexed against Isaac Bell is a true extract from deponent's day-book of the charge thereon entered against said Isaac Bell at the time of its date, and that deponent has received from said Isaac Bell payment in full of said charge.

G. CLARK.

Sworn to this 19th day of March, 1852, before me,

J. EDGAR, *Com'r of deeds.*

STATE OF NEW YORK,
City of New York, ss.

I, Jonathan Edgar, a commissioner of deeds, appointed in and for the city and county of New York to take depositions, do certify that I have no interest in the claim to which the above and annexed depositions relate, and that I am not the agent or attorney of any person having such interest; that Girardus Clarke and John C. Zimmerman, the deponents to said depositions, are respectively known to me to be persons of credibility; that the above depositions were reduced to writing by me, and were carefully read—the first of them to said John C. Zimmerman, the second to said G. Clarke—by me before being signed by them respectively.

Dated New York, March 19, 1852.

J. EDGAR, *Comm'r of deeds.*

STATE OF NEW YORK,
City and county of New York, ss.

I, George W. Riblet, clerk of the city and county of New York, do hereby certify, that J. Edgar, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgment a commissioner of deeds for said city and county, dwelling in the said city, commissioned and sworn, and duly authorized to take the same; and further, that I am well acquainted with the handwriting of such commissioner, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of the said county, the 22d day of March, 1852.

[SEAL.] GEO. W. RIBLET, *Clerk.*

UNITED STATES OF AMERICA,
State of New York, city and county of New York, ss.

Girardus Clark, of the city of New York, counsellor at law, being duly sworn says, that he is of the age of sixty years and upwards; that he was born in the town of New Milford, in the county of Litchfield, and State of Connecticut; that in the year 1828, and before, he was a practising lawyer in the city of New York, and has continued in the same profession in the same city from that time to the present.

And the deponent further says, that he was well acquainted with Stephen J. Lewis, formerly of the city of New York, ship master, and now deceased, as deponent has understood and believes; that he, deponent, transacted some professional business for the said Lewis, or business in which he was concerned, as early as the year 1828, and probably before, and knows that the said Lewis commanded one or more vessels engaged in the South American trade about the time above mentioned. And deponent also about the time aforesaid transacted some professional business for Isaac Bell, or in which he was concerned; that deponent has read the document hereto annexed purporting to be a copy of an assignment made by the said Stephen J. Lewis to the said Isaac Bell, and also purporting to have been executed in the presence of this deponent as a subscribing witness thereto; that from the form of said document, and from the language used therein, (which deponent recognises as his own,) he has no doubt that the original assignment (of which this purports to be a copy) was drawn by this deponent, and that it was executed in his presence, and that belief is strengthened as well by the circumstances hereinbefore mentioned as by the fact that on examining deponent's books of account of the date aforesaid he finds that he made charge against the said Isaac Bell for drawing such instrument; so that deponent has no doubt whatever that he did draw said original assignment, and that it was executed in his presence.

And the deponent further says, that he has no interest whatever in the claim to which the said document relates, and that he is not the agent or attorney of the claimant, or of any person having an interest in the said claim, to his knowledge or belief.

And deponent further says, that he always understood that the said Lewis was a citizen of the United States, and has no doubt that he was such citizen, and knows that he commanded merchant vessels belonging to citizens of the United States, which he could not have done if he had not been himself a citizen.

And deponent further says, that he has not seen the said Lewis for many years, and has understood he was deceased.

GIRARDUS CLARKE.

Sworn to this 25th day of February, 1852, before me,

J. EDGAR, *Commissioner of deeds*.

STATE OF NEW YORK,
City and county of New York, ss.

I, Jonathan Edgar, commissioner of deeds, appointed in and for the city and county of New York to take depositions, certify that I have no interest in the claim to which the above deposition relates, and that I am not the agent or attorney of any person having such interest; that Girardus Clarke, the above deponent, is known to me to be a person of credibility, and that the above deposition was carefully read to him by me before being signed by him, and that said deposition was reduced to writing by myself in *my* presence, and signed and sworn to before me, dated February 25, 1852.

J. EDGAR, *Commissioner of deeds*.